

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 13
	TO LEASE NO. LMA04496
ADDRESS OF PREMISES: 201 Maple Street Chelsea, Massachusetts 02150	Date (to be applied by Government on date of execution)

THIS AGREEMENT, made and entered into this 8th day of April, 2015, by and between Emerald Corporate Center, LLC (the "Lessor"), having a business address at 180 Second Street, Chelsea, MA 02150, and the General Services Administration, acting as agent for the United States Government (the "Government").

WHEREAS, the Lessor and the GSA desire to amend the above referenced lease (the "Lease")

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and GSA agree that the Lease is amended as follows:

Extend the project's Substantial Completion Date from July 7, 2016, to August 1, 2016, and extend the project's Final Completion Date from August 7, 2016, to September 2, 2016.

The referenced schedule time extension is based on ECC's request for a non-compensable twenty-five (25) calendar day extension due to a delay by the City of Chelsea in issuing the building permits for the project.

The referenced no-cost schedule time extension is the Lessor's sole and exclusive remedy for the above referenced delay.

References and Attachments:

1. Government Letter OL 115 to ECC dated March 10, 2015
2. ECC Letter to the Government dated February 24, 2015, with attachments
3. ECC's Schedule titled "PERMIT ANALYSIS - SUM-06A", Data Date: 28-Apr-14/ Run Date: 25-Feb-15 12:54
4. ECC's Schedule titled "PERMIT ANALYSIS UPDATED TO 25AUG14 - SUM-06B", Data Date: 25-Aug-14/ Run Date: 24-Feb-15 20:25

This Lease Amendment contains 61 pages.

All other terms and conditions of the lease shall remain in force and effect. No schedule impact resulted from these changes.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: (b) (6)
Name: Patricia Simboli
Title: Manager
Entity Name: Emerald Corporate Center, LLC
Date: 3-31-15

FOR THE GOVERNMENT:

Signature: (b) (6)
Name: Michael Strobel
Title: Lease Contracting Officer
GSA, Public Buildings Service.
Date: April 8, 2015

WITNESS:

Signature: (b) (6)
Name: VP CONTRACTING
Title: VP
Date: 4/8/15

INITIALS:

LESSOR

&

GOV'T



March 10, 2015

OL: 115

By Electronic Mail psimboli@acsdevelopment.com and United Parcel Service

Ms. Patricia Simboli, Manager
Emerald Corporate Center, LLC
180 Second Street, Suite 204
Chelsea, MA 02150
And
397 Main Street
Woburn, MA 01801

Subject: Lease Number LMA04496, Dated September 23, 2011 (the "Lease"), By and Between the U.S. General Services Administration as Agent for the U.S. Government (the "Government"), Tenant and Emerald Corporate Center, LLC ("ECC"), Lessor For Construction and Lease Of a Facility At 201 Maple Street, Chelsea, MA (the "Project")

Reference: 1. ECC's Schedule titled "PERMIT ANALYSIS – SUM-06A", Data Date: 28-Apr-14/ Run Date: 25-Feb-15 12:54, ("**Schedule 1**")
2. ECC's Schedule titled "PERMIT ANALYSIS UPDATED TO 25AUG14 – SUM-06B", Data Date: 25-Aug-14/ Run Date: 24-Feb-15 20:25, ("**Schedule 2**")
3. ECC Letter to the Government dated February 24, 2015

Dear Ms. Simboli,

The above referenced ECC schedules and letter were received by the Government on February 25, 2015. The schedules and letter respond to Government letter OL 099 to ECC dated January 26, 2015, in which the Government requested that ECC address several points related to the Lessor's request for a non-compensable schedule time extension.

ECC's request for a 25 calendar day no-cost time extension was due to a delay by the City of Chelsea in issuing building permits for the project; specifically, the "Site Work" permit which was not issued until August 25, 2014. ECC provided the narratives for the request in its letter to the Government dated November 5, 2014, which it further modified in its letter dated January 8, 2015.

The current project schedule is "BPOB IN PROGRESS/CONSTRUCTION BASELINE" dated April 28, 2014, which was submitted to the Government on June 13, 2014, and was considered by the Government to comply with the general requirements of the Lease (OL 040).

ECC's **Schedule 1**, "BPOB IN PROGRESS/CONSTRUCTION BASELINE" with data date of April 28, 2014, reflects work progress to August 25, 2014. Schedule 1 was updated with actual data from construction activities through August 25, 2014; the date on which the "Site Work" permit



was issued by the City of Chelsea. ECC presented chronological documentation of building plans submittal dates and approval dates from the City of Chelsea in its letter to the Government dated November 5, 2014.

ECC's **Schedule 2**, "BPOB IN PROGRESS/CONSTRUCTION BASELINE", updated with data date of August 25, 2014, reflects actual data from construction progress through August 25, 2014.

Schedule 2 revises the Substantial Completion date of the project from July 7, 2016, to **August 1, 2016**, and the Final Completion date from August 7, 2016, to **September 2, 2016**.

The above referenced Lessor schedules have been reviewed for conformance with the requirements of the Lease. Schedule 2, with data date of August 25, 2014, is considered to comply with the general requirements of the Lease; therefore, shall become the revised **Baseline Schedule** for the project.

The review of the Lessor's schedule by the Government is made pursuant to the limitations and qualifications as set forth in the Lease and is not to be construed as direction to change the means, methods, sequences, or techniques of scheduling and completing the Project by the Lessor.

This review does not warrant nor identify all instances where the Lessor's approach deviates from the Lease, where activity durations are unreasonable, or that the sequencing or timing of the Work is impractical or is in conflict with the Lease. It remains the responsibility of the Lessor to complete the Project in accordance with the Lease requirements.

Should you have any questions regarding this subject, please do not hesitate to contact me.

Sincerely,

(b) (6)

Michael Strober
Leasing Contracting Officer
Public Buildings Service
New England Region

cc: Mr. Fred Amey, Project Manager, GSA
Mr. D. Krassnoff, Leadership Initiatives Manager, GSA
Mr. Matt Connolly, The Molasky Group of Companies

Emerald Corporate Center, LLC
180 Second Street
Chelsea, MA 02150

February 24, 2015

Via Email and Federal Express Two Day Delivery

Mr. Michael Strobel
Lease Contracting Officer
US General Services Administration
New England Region
10 Causeway Street
Boston, MA 02222

RE: Lease LMA04496, Chelsea, MA
Schedule Time Extension
GSA Letter OL099 – Follow Up Information Request

Dear Mr. Strobel,

Thank you for your letter named "OL099" dated January 26, 2015 regarding our January 8, 2015 time extension request. Further, we thank you for granting the 25 calendar day no-cost time extension. In your letter, GSA requested additional information from us to formalize the time extension in a Lease Amendment. Please find below and attached the additional information requested.

GSA Request 1: Update the schedule titled "BPOB IN PROGRESS/CONSTRUCTION BASELINE" dated April 28, 2015 received by the Government on June 13, 2014, with actual data from the construction activities. Upon submittal by ECC and acceptance by the Government, the updated schedule will become the current "Baseline Schedule"

ECC Response: We have updated the above referenced schedule with actual data and the previously included permit receipt dates. Please see attached schedule titled "BPOB - PERMIT ANALYSIS UPDATED TO 25AUG14".

GSA Request 2: Ensure that the delivery dates of ECC's design submittals and the Government's reviews of said documents, in the new schedule, are accurate.

Response: We have included the actual delivery dates of ECC's design submittals and the Government's reviews of said documents in the new schedule, through the data date of August 25, 2014. GSA provided the attached listing to confirm the actual dates to include.

GSA Request 3: Provide a copy of the new schedule, as well as a copy of the "BPOB IN PROGRESS/CONSTRUCTION BASELINE" schedule dated April 28, 2014, in electronic media format (Primavera) for the Government's records.

ECC Response: The above referenced electronic copies will be provided to GSA in electronic Primavera format no later than the March 3, 2015 monthly meeting.



Emerald Corporate Center, LLC
180 Second Street
Chelsea, MA 02150

GSA Request 4: Ensure that no negative float is included in the updated schedule.

ECC Response: We have confirmed that there is no negative float in the schedule.

We trust this information meets all of your needs in order to issue a Lease Amendment for the time extension. Should you require anything further, please feel free let us know. As reflected in monthly project reports and team meetings since August, the project schedule continued to evolve and be updated to reflect the progress of the construction. We will continue to issue schedule updates and monthly reports as required by the Lease.

Thank you for your continued teamwork.

Sincerely,

EMERALD CORPORATE CENTER, LLC

(b) (6)

Matthew J. Connolly, PE, LEED AP
Vice President, The Molasky Group of Companies

cc: Patricia Simboli, ACS Development
Bradley J. Sher, The Molasky Group of Companies

Attachment

MS P



January 26, 2015

OL: 099

By Electronic Mail psimboli@acsdevelopment.com and United Parcel Service

Ms. Patricia Simboli, Manager
Emerald Corporate Center, LLC
180 Second Street, Suite 204
Chelsea, MA 02150

And

397 Main Street
Woburn, MA 01801

Subject: Lease Number LMA04496, Dated September 23, 2011 (the "Lease"), By and Between the U.S. General Services Administration as Agent for the U.S. Government (the "Government"), Tenant and Emerald Corporate Center, LLC ("ECC"), Lessor For Construction and Lease Of a Facility At 201 Maple Street, Chelsea, MA (the "Project")

Reference: 1. ECC's Letter to GSA dated January 8, 2015, "Request for Schedule Time Extension"
2. ECC's Schedule titled "BPOB - PERMIT ANALYSIS - SUM-06A, Data Date: 28-Apr-14/Run Date: 05-Jan-15 13:20", (the "Schedule")

Dear Ms. Simboli,

The Government received the above ECC letter (Reference 1) and Schedule (PDF, 27 pages), (Reference 2) on January 8, 2015. In reference 1, ECC requested a schedule time extension of 25 calendar days.

In reference 1, ECC states,

"We have reviewed the impact of the City of Chelsea site permitting and determined that the critical path of the project schedule was delayed a total of 25 calendar days resulting in substantial completion delay from July 7, 2016 to August 1, 2016."

The above referenced ECC Schedule (Reference 2) indicates a "Substantial Completion" date of August 1, 2016, (Activity A2660) and a "Final Completion" date of September 1, 2016, (Activity A2750), vs. the Lease's dates of July 7, 2016, and August 7, 2016, for Substantial and Final completion, respectively.



The Schedule (Reference 2) shows a Data Date of April 28, 2014, consistent with ECC's "BPOB IN PROGRESS/CONSTRUCTION BASELINE" schedule dated April 28, 2014, and submitted to the Government on June 13, 2014. The April 28, 2014, schedule was considered by the Government to comply with the general requirements of the Lease (See Government letter OL 040). Several items noted by the Government in letter OL 040 dated July 1, 2014, remain open.

The Government reviewed ECC's Schedule (Reference 2) and the accompanying explanation (Reference 1) for the impact from delays in receiving the site permits from the City of Chelsea and it concludes that the 25 calendar day time extension request is an excusable but non-compensable delay. Therefore, a within scope, non-compensable time extension of 25 calendar days will be granted.

In order to formalize the time extension in a future Lease Amendment, please provide/ensure the following:

1. Update the schedule titled "BPOB IN PROGRESS/CONSTRUCTION BASELINE" dated April 28, 2014, received by the Government on June 13, 2014, with actual data from the construction activities. Upon submittal by ECC and acceptance by the Government, the updated schedule will become the current project "Baseline Schedule"
2. Ensure that the delivery dates of ECC's design submittals and the Government's reviews of said documents, in the new schedule, are accurate
3. Provide a copy of the new schedule, as well as a copy of the "BPOB IN PROGRESS/CONSTRUCTION BASELINE" schedule dated April 28, 2014, in electronic media format (Primavera) for the Government's records
4. Ensure that no negative float is included in the updated schedule

For the record and as discussed at various project meetings including the monthly meeting held in Chelsea, Massachusetts on January 14, 2015, it was mutually agreed that ECC and the Government will continue to review the durations of the "Government Low Voltage Installation" (Activities 1A-1320, 2A-1320, 3B-1320, 4A-1320, 4B-1320, etc.) to reach a workable approach for start and completion of this work by Government contractors.

As noted above, a no-cost Lease Amendment to extend the project's "Substantial Completion" date to August 1, 2016, and the "Final Completion" date to September 1, 2016, will be issued by the Government upon fulfillment of the above requested information.

The review of the Schedule by the Government is made pursuant to the limitations and qualifications as set forth in the Lease and is not to be construed as direction to change the means, methods, sequences, or techniques of scheduling and completing the Project by the Lessor.

This review does not warrant nor identify all instances where the Lessor's approach deviates from the Lease, where activity durations are unreasonable, or that the sequencing or timing of



GSA New England Region

the Work is impractical or is in conflict with the Lease. It remains the responsibility of the Lessor to complete the Project in accordance with the Lease requirements.

Sincerely,

(b) (6)

Project Manager, Public Buildings Service
U.S. General Services Administration
Design & Construction Division

cc: Mr. Michael Strobel, Leasing Contracting Officer, GSA
Mr. David Krassnoff, Leadership Initiatives Manager, GSA
Mr. Matt Connolly, The Molasky Group of Companies

BOSPOB

Government Design Reviews

SKANSKA Schedule Update – SUM-14

Data date: 19-Dec-14/Run date: 18-Dec-14 14:29

Activity	Activity Name	Remaining Duration	Start	Finish	Float	Government Letter No.
65	Final Concept Government Review	0	25-Apr-14A	20-May-14A		OL 035
66	DID 1 Government Review (Review and Approve in Mtg.)	0	28-Apr14A	06-May-14A		OL 034
70	SC 35% Government Review	0	01-May-14A	20-May-14A		OL 035
67	DID 2 Government Review (Review and Approve in Mtg.)	0	04-Jun-14A	16-Jun14A		OL 037
68	DID 3 Government Review	0	01-Jul-14A	23-Jul-14A		OL 041
71	SC 65% Government Review	0	01-Jul-14A	23-Jul-14A		OL 041
69	DID 4 Government Review	0	22-Aug-14A	11-Sep14A 08-27-14A		OL 052
72	SC 95% Government Review	0	09-Sep14A 11-Sep-14A	01-Oct-14A 30-Sep-14A		OL 062
74	TI 35% Government Review	0	08-Oct-14A 10-Oct-14A	30-Oct-14A 31-Oct-14A		OL 071
73	SC 100% Government Review	0	23-Oct-14A 17-Dec-14A	14-Nov-14A 20-Jan-15A		OL 094
75	TI 65% Government Review	7	03-Dec-14A 25-Nov-14A	25-Dec-14 16-Dec-14A	82	OL 078
76	TI 95% Government Review	23	03-Feb-15 30-Jan-15A	25-Feb-15	145	
77	TI 100% Government Review	23	20-Mar-15	11-Apr-15	145	

Notes: 1. No DID 5 (Final) is included: Received 29-Sep-14A and Reviewed 07-Oct-14A (OL 064)

2. Activity A1610 "Acquire Shell/Core Building Permit" is shown with an actual Finish Date of 17-Dec-14A but date on Building Permit issued by City of Chelsea is 08-Dec-14

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 14
ADDRESS OF PREMISES: 201 Maple Street Chelsea, Massachusetts 02150	TO LEASE NO. LMA04496
	Date (to be applied by Government on date of execution)

THIS AGREEMENT, made and entered into this 5th day of May 2015, by and between Emerald Corporate Center, LLC (the "Lessor"), having a business address at 180 Second Street, Chelsea, MA 02150, and the General Services Administration (the "GSA"), acting as agent for the United States Government (the "Government").

WHEREAS, the Lessor and the GSA desire to amend the above referenced lease (the "Lease")

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and GSA agree that the Lease is amended as follows:

Extend the project's Substantial Completion Date from August 1, 2016, to August 22, 2016, and extend the project's Final Completion Date from September 2, 2016, to September 26, 2016, due to impacts from the severe winter storms beginning January 24, 2015, through February 17, 2015.

The referenced schedule time extension is based on ECC's request for a non-compensable twenty-one (21) calendar day extension to the project schedule due to the impacts from the severe weather and winter snow storms in January and February 2015.

The referenced no-cost schedule time extension is the Lessor's sole and exclusive remedy for the above referenced delay.

References and Attachments:

1. Government Letter OL 124 to ECC dated April 17, 2015
2. ECC Letter to the Government dated March 26, 2015, with attachments
3. ECC's Schedule titled "BPOB - ECC Development - Schedule Prior to Weather Events Rev1 - SUM-18B-1R1", Data Date: 26-Jan-15/ Run Date: 25-Mar-15 18:25".
4. ECC's Schedule titled "BPOB - ECC Development - Weather Events Schedule Updated to 17Feb15 Rev1 - SUM-18B-3R1", Data Date: 17-Feb-15/ Run Date: 25-Mar-15 18:41".

This Lease Amendment contains 70 pages. All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: (b) (6)
 Name: Patricia Simboli
 Title: Manager
 Entity Name: Emerald Corporate Center, LLC
 Date: 5 May 2015

FOR THE GOVERNMENT:

Signature: (b) (6)
 Name: Michael Strobel
 Title: Lease Contracting Officer
GSA, Public Buildings Service.
 Date: May 5, 2015

WITNESS (b) (6)

Signature: (b) (6)
 Name: William Valentine
 Title: Director Development
 Date: 5/5/15

INITIALS:

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LESSOR

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[Signature]
GOV'T

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 17 TO LEASE NO. LMA04496
ADDRESS OF PREMISES: 201 Maple Street Chelsea, Massachusetts 02150	Date (to be applied by Government on date of execution) <div style="text-align: center;">JUL 19 2016</div>

THIS AGREEMENT, made and entered into this 19th day of JULY, 2016, by and between Emerald Corporate Center, LLC (the "Lessor"), having a business address at 180 Second Street, Chelsea, MA 02150, and the General Services Administration, acting as agent for the United States Government (the "Government").

WHEREAS, the Lessor and the GSA desire to amend the above referenced lease (the "Lease")

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and GSA agree that the Lease is amended as follows:

1. Proposed Change Order No. 24r5 (PCO No. 24r5) is to **Incorporate the RCFL into the Build-out (To be located on 1st and 5th Floors)** as described in GSA RFP No. 003 dated August 5, 2014 and revised in GSA RFP No. 003 Rev.1 dated February 27, 2015 and proposed in ECC's PCO No. 24 dated June 26, 2015, revised in ECC's PCO No. 24r1 dated September 17, 2015, revised in ECC's PCO No. 24r2 dated December 11, 2015, revised in ECC's PCO No. 24r3 dated January 21, 2016, revised in ECC's PCO No. 24r4 dated February 1, 2016 and further revised in ECC's PCO No. 24r5 dated March 14, 2016; is hereby incorporated into the Lease.

Total Added Cost for scope in (PCO 24r5):

~~\$(b) (4)~~

This Lease Amendment contains 593 pages including this page.

All other terms and conditions of the lease shall remain in force and effect. No schedule or related costs impacts have resulted from these changes. This Lease Amendment settles any and all schedule and cost impacts from the changes included herein.

In WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

(b) (6)
 Signature: _____
 Name: Patricia Simboli
 Title: Manager
 Entity Name: Emerald Corporate Center, LLC
 Date: 12 July 2016

FOR THE GOVERNMENT:

(b) (6)
 Signature: _____
 Name: Michael Strobel
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: JUL 19 2016

WITNESSED FOR THE LESSOR BY:

(b) (6)
 Signature: _____
 Name: Chris Manders - Cornell
 Title: Associate
 Date: 13 July 2016

INITIALS:

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2. Proposed Change Order No. 25r2 (PCO No. 25r2) is for **Second Floor Area 30.99 Rooms Revisions (Tech Center Revisions)** as described in GSA RFP No. 006 dated October 29, 2014, revised by GSA letter OL 313 dated March 31, 2016 and GSA letter OL 315 dated April 1, 2016 and proposed in ECC's PCO No. 25 dated September 8, 2015 and revised December 7, 2015, revised in ECC's PCO No. 25r1 dated February 9, 2016 and further revised in ECC's PCO No. 25r2 dated May 5, 2016; is hereby incorporated into the Lease.

Total Added Cost for scope in (**PCO 25r2**):

\$(b) (4)

3. Proposed Change Order No. 28a-r1 (PCO No. 28a-r1) is for adding the **Sound Masking System – Design and Construction** as described in GSA RFP No. 009 dated December 16, 2014 and proposed in ECC's PCO No. 28a dated December 4, 2015 and further revised in ECC's PCO No. 28a-r1 dated January 16, 2016; is hereby incorporated into the Lease.

Total Added Cost for scope in (**PCO 28a-r1**):

\$(b) (4)

4. Proposed Change Order No. 28b (PCO No. 28b) is to credit the Government previously approved **Design Fee for the Sound Masking System** as proposed in ECC's PCO No. 28 dated June 3, 2015 which was approved and incorporated in Lease Amendment No. 15. The design fee for the sound masking system was subsequently revised and included in ECC's PCO No. 28a-r1 dated January 16, 2016. ECC's PCO No. 28b dated February 29, 2016 is hereby incorporated into the Lease.

Total Credit to the Government for (**PCO 28b**):

(b) (4)

5. Proposed Change Order No. 29r2 (PCO No. 29r2) is for **Electrical Outlets Cover Plates Revisions** as described in GSA RFP No. 010 dated December 17, 2014, revised in GSA RFP No. 010Rev.1 dated December 23, 2014, revised in GSA RFP No. 010Rev.2 dated May 11, 2015, revised in GSA RFP 010Rev.3 dated September 30, 2015 and further revised by GSA letter OL 235 dated October 30, 2015, and as proposed in ECC's PCO No. 29 dated May 18, 2015, revised in ECC's PCO No. 29r1 dated March 1, 2016 and revised in ECC's PCO No. 29r2 dated April 18, 2016; is hereby incorporated into the Lease.

Total Added Cost for scope in (**PCO 29r2**):

\$(b) (4)

6. Proposed Change Order No. 30r1 (PCO No. 30r1) is for **Fitness Center Revisions – Construction Cost** as described in GSA RFP No. 011 dated December 23, 2014 and proposed in ECC's PCO No. 30 dated February 1, 2016 and revised in ECC's PCO No. 30r1 dated April 18, 2016; is hereby incorporated into the Lease.

Total Added Cost for scope in (**PCO 30r1**):

\$(b) (4)

7. Proposed Change Order No. 36r3 (PCO No. 36r3) is to incorporate the **RDM for Cyber Laboratory** as described in GSA RFP No. 017 dated March 4, 2015 and updated in Government letter number OL 164 dated June 25, 2015 and proposed in ECC's PCO No. 36 dated September 8, 2015, revised in ECC's PCO No. 36r1 dated October 30, 2015, revised in ECC's PCO 36r2 dated December 7, 2015, and further revised in ECC's PCO No. 36r3 dated February 1, 2016; is hereby incorporated into the Lease.

Total Added Cost for scope in (**PCO 36r3**):

\$(b) (4)

INITIALS:


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8. Proposed Change Order No. 46r1 (PCO No. 46r1) is to **Add Cable Tray in Rooms 5401 and 5401A** as described in GSA RFP NO. 027 dated June 23, 2015 and revised in GSA RFP No. 027 Rev.1 dated November 13, 2015 and as proposed in ECC's PCO No. 46 dated February 1, 2016 and further revised in ECC's PCO No. 46r1 dated March 11, 2016; is hereby incorporated into the Lease.

Total Added Cost for scope in (**PCO 46r1**):

\$(b) (4)

9. Proposed Change Order No. 51r1 (PCO No. 51r1) was originally submitted by ECC for **Thermostat/VAV Reconciliation – From 2014 POR/RDM to 95% TI** and was determined to have no merit under the Lease as documented in GSA to ECC letter number OL 217 dated October 5, 2015. ECC's PCO 51 was dated August 14, 2015 and was subsequently revised under ECC's PCO No. 51r1 on June 3, 2016 to show zero cost to the Government. ECC's PCO No. 51r1 is hereby incorporated into the Lease.

Total Added Cost for scope in (**PCO 51r1**):

\$(b) (4)

10. Proposed Change Order No. 53r3 (PCO No. 53r3) is for **Conference Room 7203 Layout Changes** as described in GSA RFP No. 029 dated July 8, 2015 and proposed in ECC's PCO No. 53 dated August 23, 2015, revised in ECC's PCO No. 53r1 dated March 14, 2016, revised in ECC's PCO No. 53r2 dated March 31, 2016 and further revised in ECC's PCO No. 53r3 dated April 8, 2016; is hereby incorporated into the Lease.

Total Added Cost for scope in (**PCO 53r3**):

\$(b) (4)

11. Proposed Change Order No. 58r2 (PCO No. 58r2) is for **Locker Room Revisions from RDM/POR Incorporated During DID and Design** as proposed in ECC's PCO No. 58 dated February 17, 2016, revised in ECC's PCO No. 58r1 dated April 26, 2015, revised in ECC's PCO No. 58r2 dated May 2, 2016 and further revised in ECC's PCO No. 58r2 dated May 4, 2016; is hereby incorporated into the Lease.

Total Added Cost for scope in (**PCO 58r2**):

\$(b) (4)

12. Proposed Change Order No. 60 (PCO No. 60) is for **Conduit and J Box Changes** as described in GSA RFP No. 033 dated September 18, 2015 and proposed in ECC's PCO No. 60 dated December 14, 2015; is hereby incorporated into the Lease.

Total Added Cost for Scope in (**PCO 60**):

\$(b) (4)

13. Proposed Change Order No. 62r1 (PCO No. 62r1) is to **Add Mail Room Millwork** as described in GSA RFP No. 035 dated September 18, 2015, and as proposed in ECC's PCO No. 62r1 dated October 16, 2015, and revised December 4, 2015; is hereby incorporated into the Lease.

Total Added Cost for Scope in (**PCO 62r1**):

\$(b) (4)

14. Proposed Change Order No. 63r1 (PCO No. 63r1) is to **Revise Program of Requirements Section 15.22, Special Electrical-Note 18.c** as described in GSA RFP No. 036 dated September 22, 2015 and as proposed in ECC's PCO No. 63 dated November 22, 2015 and further revised in ECC's PCO No. 63r1 dated December 7, 2015; is hereby incorporated into the Lease.

Total Added Cost for Scope in (**PCO 63r1**):

\$(b) (4)

INITIALS:


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15. Proposed Change Order No. 65 (PCO No. 65) is to relocate **Program requirements Section 15.22, Special Electrical – Note 15c** to Room 3223/Area 7.88 – HIRSCH Room from Area 7.93/Room 2244-FM Backroom as described in GSA RFP No. 038 dated September 24, 2015 and as proposed in ECC's PCO No. 65 dated March 1, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in (PCO 65):

\$(b) (4)

16. Proposed Change Order No. 66ar2 (PCO No. 66r2) is for **Furniture/Outlet Coordination Drawings: Outlets for Power, Telephone and Data** as described in GSA RFP No. 039 dated September 30, 2015 and proposed in ECC's PCO No. 66 dated November 22, 2015, revised in ECC's PCO No. 66r1 dated January 27, 2016 and further revised in ECC's PCO No. 66r2 dated April 18, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in (PCO 66r2):

\$(b) (4)

17. Proposed Change Order No. 67r1 (PCO No. 67r1) is to furnish and install **Projection Screens for Room 1201** as described in GSA RFP No. 040 dated October 6, 2015 and as proposed in ECC's PCO No. 67 dated November 11, 2015 and revised in ECC's PCO No. 67r1 dated December 11, 2015; is hereby incorporated into the Lease.

Total Added Cost for Scope in (PCO 67r1):

\$(b) (4)

18. Proposed Change Order No. 68r2 (PCO No. 68r2) is to provide **Electrical Water Coolers with Bottle Filling Stations at Floors 1 through 8** as described in GSA RFP No. 041 dated October 19, 2015 and as proposed in ECC's PCO No. 68 dated November 11, 2015, revised in ECC's PCO No. 68r1 dated December 7, 2015 and further revised in ECC's PCO No. 68r2 dated December 9, 2015; is hereby incorporated into the Lease.

Total Added Cost for Scope in (PCO 68r2):

\$(b) (4)

19. Proposed Change Order No. 69 (PCO No. 69) is to **Change Walls in Rooms 2273, 4227A and V108 to "Wall Type A5"** as described in GSA RFP No. 042 dated October 19, 2015 and proposed in ECC's PCO No. 69 dated October 30, 2015; is hereby incorporated into the Lease.

Total Added Cost for Scope in (PCO 69):

\$(b) (4)

20. Proposed Change Order No. 70r1 (PCO No. 70r1) is to **Provide Blackout Motorized Window Shades in Rooms Listed** as described in GSA RFP No. 043 dated October 28, 2015 and revised in GSA RFP No. 043Rev.1 dated April 18, 2016 and as proposed in ECC's PCO No. 70 dated December 8, 2015 and revised in ECC's PCO No. 70r1 (OL 317 & OL 325) dated May 13, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in (PCO 70r1):

\$(b) (4)

21. Proposed Change Order No. 70a-r1 (PCO No. 70a-r1) is for **Design Cost for Blackout Shades** as described in ECC's PCO No. 70a dated February 9, 2016 and revised in ECC's PCO No. 70ar1 dated June 3, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in (PCO 70a-r1):

\$(b) (4)

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22. Proposed Change Order No. 71r4 (PCO No. 71r4) is for **Millwork Revisions in Room 4242 ("Firearms") and Room 5004 ("Imaging")** as described in GSA RFP No. 044 dated October 28, 2015 and revised in GSA RFP No. 044Rev. 1 dated March 11, 2016 and proposed in ECC's PCO No. 71 dated November 22, 2015, revised in ECC's PCO No. 71r1 dated February 15, 2016, revised in ECC's PCO No. 71r2 dated February 16, 2016, revised in ECC's PCO No. 71r3 dated April 1, 2016 and further revised in ECC's PCO No. 71r4 dated April 8, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in (**PCO 71r4**):

\$(b) (4)

23. Proposed Change Order No. 72 (PCO No. 72) is for **Sixth and Seventh Floors Furniture Layout Revisions** as described in GSA RFP No. 045 dated November 17, 2015 and proposed in ECC's PCO No. 72 dated June 9, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in (**PCO 72**):

\$(b) (4)

24. Proposed Change Order No. 73 (PCO No. 73) is for revisions to **Area 30.99 Outlet Requirements** as described in GSA RFP NO. 046 dated December 17, 2015 and revised in GSA RFP NO. 046 Rev.1 dated December 22, 2015 and as proposed in ECC's PCO No. 73 date February 3, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in (**PCO 73**):

\$(b) (4)

25. Proposed Change Order No. 74a (PCO No. 74a) is for **Emergency Power Outlet and Lighting Revisions** ("Essential Power Revisions – Hard Costs") as described in GSA RFP No. 47 dated December 31, 2015 and proposed in ECC's in ECC's PCO No. 74a dated April 15, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in (**PCO 74a**):

\$(b) (4)

26. Proposed Change Order No. 74r1 (PCO No. 74r1) is for **Emergency Power Outlet and Lighting Revisions** ("Essential Power Revisions – Design Costs") as described in GSA RFP No. 47 dated December 31, 2015 and proposed in ECC's PCO No. 74 dated January 5, 2016 and revised in ECC's PCO No. 74r1 dated May 2, 2016 as a Not-to-Exceed Design Cost sum; is hereby incorporated into the Lease.

Total Added Cost for Scope in (**PCO 74r1**):

\$(b) (4)

27. Proposed Change Order No. 75r1 (PCO No. 75r1) is for changes to **Millwork Shop Drawings Requested by Government – Round 1** as described and proposed in ECC's PCO No. 75 dated February 9, 2016 and revised in ECC's PCO No. 75r1 dated March 14, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in (**PCO 75r1**):

\$(b) (4)

28. Proposed Change Order No. 76 (PCO No. 76) is for **Design Fees for a Study of Concepts for Screened Courtyard** as described in HGA's AS 40 dated February 11, 2016 and ECC's PCO No. 76 dated February 11, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in (**PCO 76**):

\$(b) (4)

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29. Proposed Change Order No. 77r1 (PCO 77r1) is for changes to **Millwork Shop Drawings Requested by Government – Round 2** as described and proposed in ECC's No. 77 dated February 17, 2016 and revised in ECC's PCO No. 77r1 dated March 14, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in **(PCO 77r1)**:

\$(b) (4)

30. Proposed Change Order No. 78r1 (PCO 78r1) is for furnishing and installing **Kitchen Appliances** (Refrigerators and Microwaves) as described in GSA RFP No. 048 dated February 2, 2016 and revised in GSA RFP 048Rev.1 dated March 4, 2016 and as proposed in ECC's PCO No. 78 dated March 31, 2016 and revised in ECC's PCO No. 78r1 dated April 21, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in **(PCO 78r1)**:

\$(b) (4)

31. Proposed Change Order No. 80 (PCO 80r1) is to **Furnish and Install Fitness Equipment** (Furnish and Install Gymsource Fitness Equipment - Furnish Only Rogue Equipment) as described in GSA RFP No. 050 dated February 19, 2016 and proposed in ECC's PCO No. 80 dated April 1, 2016 and revised in ECC's PCO No. 80r1 dated June 10, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in **(PCO 80r1)**:

\$(b) (4)

32. Proposed Change Order No. 81 (PCO 81) is to **Change Flooring in AV Closet 8211A** as described in GSA RFP No. 051 dated February 23, 2016 and proposed in ECC's PCO No. 81 dated May 2, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in **(PCO 81)**:

\$(b) (4)

33. Proposed Change Order No. 82 (PCO 82) is to furnish and install **Additional Duct Manbars and Access Ports** as described in GSA RFP No. 052 dated March 7, 2016 and proposed in ECC's PCO No. 82 dated April 22, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in **(PCO 82)**:

\$(b) (4)

34. Proposed Change Order No. 83r3 (PCO 83r3) is to **Furnish and Install Martyr Wall** as described in ECC's PCO No. 83 dated March 14, 2016, revised in ECC's PCO No. 83r1 dated March 31, 2016, revised in ECC's PCO No. 83r2 dated April 18, 2016 and further revised in ECC's PCO No. 83r3 dated June 3, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in **(PCO 83r3)**:

\$(b) (4)

35. Proposed Change Order No. 84 (PCO No. 84) is for adding **Level 5 RCFL Transaction Counter** as described and proposed in ECC's PCO No. 84 dated March 14, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in **(PCO 84)**:

\$(b) (4)

INITIALS:


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36. Proposed Change Order No. 85r1 (PCO No. 85r1) is for **Additional Cyber Area Power Poles** as described in ECC's PCO No. 85 dated March 14, 2016 and revised in ECC's PCO No. 85r1 dated April 8, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in **(PCO 85r1)**:

\$(b) (4)

37. Proposed Change Order No. 87 (PCO No. 87) is to **Furnish and Install Tech Benches** as described in GSA RFP No. 044 "Millwork Revisions in Rooms 4242 ("Firearms") and 5004 ("Imaging")" dated October 28, 2015 and revised in GSA RFP No. 044 Rev.1 dated March 11, 2016 and as proposed in ECC's PCO No. 87 dated April 1, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in **(PCO 87)**:

\$(b) (4)

38. Proposed Change Order No. 88 (PCO No. 88) is for adding **Plywood Subfloor in Room 3002A** as described in GSA RFP No. 053 dated March 28, 2016 and proposed in ECC's PCO No. 88 dated April 1, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in **(PCO 88)**:

\$(b) (4)

39. Proposed Change Order No. 89r1 (PCO No. 89r1) is to furnish and install **Magnetic Glass Dry Erase Boards** as described in GSA RFP No. 054 dated March 29, 2016 and revised in GSA RFP No. 054Rev.1 dated May 13, 2016 and proposed in ECC's PCO No. 89 dated April 22, 2016 and revised in ECC's PCO No. 89r1 dated June 3, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in **(PCO 89r1)**:

\$(b) (4)

40. Proposed Change Order No. 90 (PCO No. 90) is for the **Ratio Based Quantities Reconciliation** as described in the Lease's POR Section 11.0 – Ratio Based Requirements and as proposed in ECC's PCO No. 90 dated April 25, 2016; is hereby incorporated into the Lease.

Total Credit to the Government for **(PCO 90)**:

\$(b) (4)

41. Proposed Change Order No. 105 (PCO No. 105) is to furnish and install **Console for Operations Center Room 3213** as described in GSA RFP No. 062 dated June 9, 2016 and proposed in ECC's PCO No. 105 dated June 22, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in **(PCO 105)**:

\$(b) (4)

42. **TOTAL NET ADD THIS LEASE AMENDMENT:**

\$(b) (4)

INITIALS:


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Boston Field Office
Lease No. LMA04496
6/24/2016

Lease Amendment No. 17

Summary of PCOs in Lease Amendment No. 17

No.	PCO No.	Description	Amount of PCO
1	024r5	(b) (4)	
2	025r2		
3	028a-r1		
4	028b		
5	029r2		
6	030r1		
7	036r3		
8	046r1		
9	051r1		
10	053r3		
11	058r2		
12	060		
13	062r1		
14	063r1		
15	065		
16	066r2	(b) (4) (b) (4)	
17	067r1		
18	068r2		
19	069		
20	070r1		
21	070a-r1		
22	071r4		
23	072		
24	073		
25	074a		
26	074r1		
27	075r1		
28	076		
29	077r1		
30	078r1	(b) (4)	
31	080r1		
32	081		
33	082		
34	083r3		
35	084		
36	085r1		
37	087		
38	088		
39	089r1		
40	090		
41	105		
TOTAL			



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 14
ADDRESS OF PREMISES: 201 Maple Street Chelsea, Massachusetts 02150	TO LEASE NO. LMA04496
	Date (to be applied by Government on date of execution)

THIS AGREEMENT, made and entered into this 5th day of May 2015, by and between Emerald Corporate Center, LLC (the "Lessor"), having a business address at 180 Second Street, Chelsea, MA 02150, and the General Services Administration (the "GSA"), acting as agent for the United States Government (the "Government").

WHEREAS, the Lessor and the GSA desire to amend the above referenced lease (the "Lease")

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and GSA agree that the Lease is amended as follows:

Extend the project's Substantial Completion Date from August 1, 2016, to August 22, 2016, and extend the project's Final Completion Date from September 2, 2016, to September 26, 2016, due to impacts from the severe winter storms beginning January 24, 2015, through February 17, 2015.

The referenced schedule time extension is based on ECC's request for a non-compensable twenty-one (21) calendar day extension to the project schedule due to the impacts from the severe weather and winter snow storms in January and February 2015.

The referenced no-cost schedule time extension is the Lessor's sole and exclusive remedy for the above referenced delay.

References and Attachments:

1. Government Letter OL 124 to ECC dated April 17, 2015
2. ECC Letter to the Government dated March 26, 2015, with attachments
3. ECC's Schedule titled "BPOB - ECC Development - Schedule Prior to Weather Events Rev1 - SUM-18B-1R1", Data Date: 26-Jan-15/ Run Date: 25-Mar-15 18:25".
4. ECC's Schedule titled "BPOB - ECC Development - Weather Events Schedule Updated to 17Feb15 Rev1 - SUM-18B-3R1", Data Date: 17-Feb-15/ Run Date: 25-Mar-15 18:41".

This Lease Amendment contains 70 pages. All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: (b) (6)
 Name: Patricia Simboli
 Title: Manager
 Entity Name: Emerald Corporate Center, LLC
 Date: 5 May 2015

FOR THE GOVERNMENT:

Signature: (b) (6)
 Name: Michael Strobel
 Title: Lease Contracting Officer
GSA, Public Buildings Service.
 Date: May 5, 2015

WITNESS (b) (6)

Signature: (b) (6)
 Name: William Valentine
 Title: Director Development
 Date: 5/5/15

INITIALS:

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LESSOR

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[Signature]
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GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 17 TO LEASE NO. LMA04496
ADDRESS OF PREMISES: 201 Maple Street Chelsea, Massachusetts 02150	Date (to be applied by Government on date of execution) <div style="text-align: center;">JUL 19 2016</div>

THIS AGREEMENT, made and entered into this 19th day of JULY, 2016, by and between Emerald Corporate Center, LLC (the "Lessor"), having a business address at 180 Second Street, Chelsea, MA 02150, and the General Services Administration, acting as agent for the United States Government (the "Government").

WHEREAS, the Lessor and the GSA desire to amend the above referenced lease (the "Lease")

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and GSA agree that the Lease is amended as follows:

1. Proposed Change Order No. 24r5 (PCO No. 24r5) is to **Incorporate the RCFL into the Build-out (To be located on 1st and 5th Floors)** as described in GSA RFP No. 003 dated August 5, 2014 and revised in GSA RFP No. 003 Rev.1 dated February 27, 2015 and proposed in ECC's PCO No. 24 dated June 26, 2015, revised in ECC's PCO No. 24r1 dated September 17, 2015, revised in ECC's PCO No. 24r2 dated December 11, 2015, revised in ECC's PCO No. 24r3 dated January 21, 2016, revised in ECC's PCO No. 24r4 dated February 1, 2016 and further revised in ECC's PCO No. 24r5 dated March 14, 2016; is hereby incorporated into the Lease.

Total Added Cost for scope in (PCO 24r5):

~~\$(b) (4)~~

This Lease Amendment contains 593 pages including this page.

All other terms and conditions of the lease shall remain in force and effect. No schedule or related costs impacts have resulted from these changes. This Lease Amendment settles any and all schedule and cost impacts from the changes included herein.

In WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

(b) (6)
 Signature: _____
 Name: Patricia Simboli
 Title: Manager
 Entity Name: Emerald Corporate Center, LLC
 Date: 12 July 2016

FOR THE GOVERNMENT:

(b) (6)
 Signature: _____
 Name: Michael Strobel
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: JUL 19 2016

WITNESSED FOR THE LESSOR BY:

(b) (6)
 Signature: _____
 Name: Chris Manders - Cornell
 Title: Associate
 Date: 13 July 2016

INITIALS:

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2. Proposed Change Order No. 25r2 (PCO No. 25r2) is for **Second Floor Area 30.99 Rooms Revisions (Tech Center Revisions)** as described in GSA RFP No. 006 dated October 29, 2014, revised by GSA letter OL 313 dated March 31, 2016 and GSA letter OL 315 dated April 1, 2016 and proposed in ECC's PCO No. 25 dated September 8, 2015 and revised December 7, 2015, revised in ECC's PCO No. 25r1 dated February 9, 2016 and further revised in ECC's PCO No. 25r2 dated May 5, 2016; is hereby incorporated into the Lease.

Total Added Cost for scope in (**PCO 25r2**):

\$(b) (4)

3. Proposed Change Order No. 28a-r1 (PCO No. 28a-r1) is for adding the **Sound Masking System – Design and Construction** as described in GSA RFP No. 009 dated December 16, 2014 and proposed in ECC's PCO No. 28a dated December 4, 2015 and further revised in ECC's PCO No. 28a-r1 dated January 16, 2016; is hereby incorporated into the Lease.

Total Added Cost for scope in (**PCO 28a-r1**):

\$(b) (4)

4. Proposed Change Order No. 28b (PCO No. 28b) is to credit the Government previously approved **Design Fee for the Sound Masking System** as proposed in ECC's PCO No. 28 dated June 3, 2015 which was approved and incorporated in Lease Amendment No. 15. The design fee for the sound masking system was subsequently revised and included in ECC's PCO No. 28a-r1 dated January 16, 2016. ECC's PCO No. 28b dated February 29, 2016 is hereby incorporated into the Lease.

Total Credit to the Government for (**PCO 28b**):

(b) (4)

5. Proposed Change Order No. 29r2 (PCO No. 29r2) is for **Electrical Outlets Cover Plates Revisions** as described in GSA RFP No. 010 dated December 17, 2014, revised in GSA RFP No. 010Rev.1 dated December 23, 2014, revised in GSA RFP No. 010Rev.2 dated May 11, 2015, revised in GSA RFP 010Rev.3 dated September 30, 2015 and further revised by GSA letter OL 235 dated October 30, 2015, and as proposed in ECC's PCO No. 29 dated May 18, 2015, revised in ECC's PCO No. 29r1 dated March 1, 2016 and revised in ECC's PCO No. 29r2 dated April 18, 2016; is hereby incorporated into the Lease.

Total Added Cost for scope in (**PCO 29r2**):

\$(b) (4)

6. Proposed Change Order No. 30r1 (PCO No. 30r1) is for **Fitness Center Revisions – Construction Cost** as described in GSA RFP No. 011 dated December 23, 2014 and proposed in ECC's PCO No. 30 dated February 1, 2016 and revised in ECC's PCO No. 30r1 dated April 18, 2016; is hereby incorporated into the Lease.

Total Added Cost for scope in (**PCO 30r1**):

\$(b) (4)

7. Proposed Change Order No. 36r3 (PCO No. 36r3) is to incorporate the **RDM for Cyber Laboratory** as described in GSA RFP No. 017 dated March 4, 2015 and updated in Government letter number OL 164 dated June 25, 2015 and proposed in ECC's PCO No. 36 dated September 8, 2015, revised in ECC's PCO No. 36r1 dated October 30, 2015, revised in ECC's PCO 36r2 dated December 7, 2015, and further revised in ECC's PCO No. 36r3 dated February 1, 2016; is hereby incorporated into the Lease.

Total Added Cost for scope in (**PCO 36r3**):

\$(b) (4)

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8. Proposed Change Order No. 46r1 (PCO No. 46r1) is to **Add Cable Tray in Rooms 5401 and 5401A** as described in GSA RFP NO. 027 dated June 23, 2015 and revised in GSA RFP No. 027 Rev.1 dated November 13, 2015 and as proposed in ECC's PCO No. 46 dated February 1, 2016 and further revised in ECC's PCO No. 46r1 dated March 11, 2016; is hereby incorporated into the Lease.

Total Added Cost for scope in (**PCO 46r1**):

\$(b) (4)

9. Proposed Change Order No. 51r1 (PCO No. 51r1) was originally submitted by ECC for **Thermostat/VAV Reconciliation – From 2014 POR/RDM to 95% TI** and was determined to have no merit under the Lease as documented in GSA to ECC letter number OL 217 dated October 5, 2015. ECC's PCO 51 was dated August 14, 2015 and was subsequently revised under ECC's PCO No. 51r1 on June 3, 2016 to show zero cost to the Government. ECC's PCO No. 51r1 is hereby incorporated into the Lease.

Total Added Cost for scope in (**PCO 51r1**):

\$(b) (4)

10. Proposed Change Order No. 53r3 (PCO No. 53r3) is for **Conference Room 7203 Layout Changes** as described in GSA RFP No. 029 dated July 8, 2015 and proposed in ECC's PCO No. 53 dated August 23, 2015, revised in ECC's PCO No. 53r1 dated March 14, 2016, revised in ECC's PCO No. 53r2 dated March 31, 2016 and further revised in ECC's PCO No. 53r3 dated April 8, 2016; is hereby incorporated into the Lease.

Total Added Cost for scope in (**PCO 53r3**):

\$(b) (4)

11. Proposed Change Order No. 58r2 (PCO No. 58r2) is for **Locker Room Revisions from RDM/POR Incorporated During DID and Design** as proposed in ECC's PCO No. 58 dated February 17, 2016, revised in ECC's PCO No. 58r1 dated April 26, 2015, revised in ECC's PCO No. 58r2 dated May 2, 2016 and further revised in ECC's PCO No. 58r2 dated May 4, 2016; is hereby incorporated into the Lease.

Total Added Cost for scope in (**PCO 58r2**):

\$(b) (4)

12. Proposed Change Order No. 60 (PCO No. 60) is for **Conduit and J Box Changes** as described in GSA RFP No. 033 dated September 18, 2015 and proposed in ECC's PCO No. 60 dated December 14, 2015; is hereby incorporated into the Lease.

Total Added Cost for Scope in (**PCO 60**):

\$(b) (4)

13. Proposed Change Order No. 62r1 (PCO No. 62r1) is to **Add Mail Room Millwork** as described in GSA RFP No. 035 dated September 18, 2015, and as proposed in ECC's PCO No. 62r1 dated October 16, 2015, and revised December 4, 2015; is hereby incorporated into the Lease.

Total Added Cost for Scope in (**PCO 62r1**):

\$(b) (4)

14. Proposed Change Order No. 63r1 (PCO No. 63r1) is to **Revise Program of Requirements Section 15.22, Special Electrical-Note 18.c** as described in GSA RFP No. 036 dated September 22, 2015 and as proposed in ECC's PCO No. 63 dated November 22, 2015 and further revised in ECC's PCO No. 63r1 dated December 7, 2015; is hereby incorporated into the Lease.

Total Added Cost for Scope in (**PCO 63r1**):

\$(b) (4)

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15. Proposed Change Order No. 65 (PCO No. 65) is to relocate **Program requirements Section 15.22, Special Electrical – Note 15c** to Room 3223/Area 7.88 – HIRSCH Room from Area 7.93/Room 2244-FM Backroom as described in GSA RFP No. 038 dated September 24, 2015 and as proposed in ECC's PCO No. 65 dated March 1, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in (PCO 65):

\$(b) (4)

16. Proposed Change Order No. 66ar2 (PCO No. 66r2) is for **Furniture/Outlet Coordination Drawings: Outlets for Power, Telephone and Data** as described in GSA RFP No. 039 dated September 30, 2015 and proposed in ECC's PCO No. 66 dated November 22, 2015, revised in ECC's PCO No. 66r1 dated January 27, 2016 and further revised in ECC's PCO No. 66r2 dated April 18, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in (PCO 66r2):

\$(b) (4)

17. Proposed Change Order No. 67r1 (PCO No. 67r1) is to furnish and install **Projection Screens for Room 1201** as described in GSA RFP No. 040 dated October 6, 2015 and as proposed in ECC's PCO No. 67 dated November 11, 2015 and revised in ECC's PCO No. 67r1 dated December 11, 2015; is hereby incorporated into the Lease.

Total Added Cost for Scope in (PCO 67r1):

\$(b) (4)

18. Proposed Change Order No. 68r2 (PCO No. 68r2) is to provide **Electrical Water Coolers with Bottle Filling Stations at Floors 1 through 8** as described in GSA RFP No. 041 dated October 19, 2015 and as proposed in ECC's PCO No. 68 dated November 11, 2015, revised in ECC's PCO No. 68r1 dated December 7, 2015 and further revised in ECC's PCO No. 68r2 dated December 9, 2015; is hereby incorporated into the Lease.

Total Added Cost for Scope in (PCO 68r2):

\$(b) (4)

19. Proposed Change Order No. 69 (PCO No. 69) is to **Change Walls in Rooms 2273, 4227A and V108 to "Wall Type A5"** as described in GSA RFP No. 042 dated October 19, 2015 and proposed in ECC's PCO No. 69 dated October 30, 2015; is hereby incorporated into the Lease.

Total Added Cost for Scope in (PCO 69):

\$(b) (4)

20. Proposed Change Order No. 70r1 (PCO No. 70r1) is to **Provide Blackout Motorized Window Shades in Rooms Listed** as described in GSA RFP No. 043 dated October 28, 2015 and revised in GSA RFP No. 043Rev.1 dated April 18, 2016 and as proposed in ECC's PCO No. 70 dated December 8, 2015 and revised in ECC's PCO No. 70r1 (OL 317 & OL 325) dated May 13, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in (PCO 70r1):

\$(b) (4)

21. Proposed Change Order No. 70a-r1 (PCO No. 70a-r1) is for **Design Cost for Blackout Shades** as described in ECC's PCO No. 70a dated February 9, 2016 and revised in ECC's PCO No. 70ar1 dated June 3, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in (PCO 70a-r1):

\$(b) (4)

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22. Proposed Change Order No. 71r4 (PCO No. 71r4) is for **Millwork Revisions in Room 4242 ("Firearms") and Room 5004 ("Imaging")** as described in GSA RFP No. 044 dated October 28, 2015 and revised in GSA RFP No. 044Rev. 1 dated March 11, 2016 and proposed in ECC's PCO No. 71 dated November 22, 2015, revised in ECC's PCO No. 71r1 dated February 15, 2016, revised in ECC's PCO No. 71r2 dated February 16, 2016, revised in ECC's PCO No. 71r3 dated April 1, 2016 and further revised in ECC's PCO No. 71r4 dated April 8, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in (**PCO 71r4**):

\$(b) (4)

23. Proposed Change Order No. 72 (PCO No. 72) is for **Sixth and Seventh Floors Furniture Layout Revisions** as described in GSA RFP No. 045 dated November 17, 2015 and proposed in ECC's PCO No. 72 dated June 9, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in (**PCO 72**):

\$(b) (4)

24. Proposed Change Order No. 73 (PCO No. 73) is for revisions to **Area 30.99 Outlet Requirements** as described in GSA RFP NO. 046 dated December 17, 2015 and revised in GSA RFP NO. 046 Rev.1 dated December 22, 2015 and as proposed in ECC's PCO No. 73 date February 3, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in (**PCO 73**):

\$(b) (4)

25. Proposed Change Order No. 74a (PCO No. 74a) is for **Emergency Power Outlet and Lighting Revisions** ("Essential Power Revisions – Hard Costs") as described in GSA RFP No. 47 dated December 31, 2015 and proposed in ECC's in ECC's PCO No. 74a dated April 15, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in (**PCO 74a**):

\$(b) (4)

26. Proposed Change Order No. 74r1 (PCO No. 74r1) is for **Emergency Power Outlet and Lighting Revisions** ("Essential Power Revisions – Design Costs") as described in GSA RFP No. 47 dated December 31, 2015 and proposed in ECC's PCO No. 74 dated January 5, 2016 and revised in ECC's PCO No. 74r1 dated May 2, 2016 as a Not-to-Exceed Design Cost sum; is hereby incorporated into the Lease.

Total Added Cost for Scope in (**PCO 74r1**):

\$(b) (4)

27. Proposed Change Order No. 75r1 (PCO No. 75r1) is for changes to **Millwork Shop Drawings Requested by Government – Round 1** as described and proposed in ECC's PCO No. 75 dated February 9, 2016 and revised in ECC's PCO No. 75r1 dated March 14, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in (**PCO 75r1**):

\$(b) (4)

28. Proposed Change Order No. 76 (PCO No. 76) is for **Design Fees for a Study of Concepts for Screened Courtyard** as described in HGA's AS 40 dated February 11, 2016 and ECC's PCO No. 76 dated February 11, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in (**PCO 76**):

\$(b) (4)

INITIALS:


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29. Proposed Change Order No. 77r1 (PCO 77r1) is for changes to **Millwork Shop Drawings Requested by Government – Round 2** as described and proposed in ECC's No. 77 dated February 17, 2016 and revised in ECC's PCO No. 77r1 dated March 14, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in **(PCO 77r1)**:

\$(b) (4)

30. Proposed Change Order No. 78r1 (PCO 78r1) is for furnishing and installing **Kitchen Appliances** (Refrigerators and Microwaves) as described in GSA RFP No. 048 dated February 2, 2016 and revised in GSA RFP 048Rev.1 dated March 4, 2016 and as proposed in ECC's PCO No. 78 dated March 31, 2016 and revised in ECC's PCO No. 78r1 dated April 21, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in **(PCO 78r1)**:

\$(b) (4)

31. Proposed Change Order No. 80 (PCO 80r1) is to **Furnish and Install Fitness Equipment** (Furnish and Install Gymsource Fitness Equipment - Furnish Only Rogue Equipment) as described in GSA RFP No. 050 dated February 19, 2016 and proposed in ECC's PCO No. 80 dated April 1, 2016 and revised in ECC's PCO No. 80r1 dated June 10, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in **(PCO 80r1)**:

\$(b) (4)

32. Proposed Change Order No. 81 (PCO 81) is to **Change Flooring in AV Closet 8211A** as described in GSA RFP No. 051 dated February 23, 2016 and proposed in ECC's PCO No. 81 dated May 2, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in **(PCO 81)**:

\$(b) (4)

33. Proposed Change Order No. 82 (PCO 82) is to furnish and install **Additional Duct Manbars and Access Ports** as described in GSA RFP No. 052 dated March 7, 2016 and proposed in ECC's PCO No. 82 dated April 22, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in **(PCO 82)**:

\$(b) (4)

34. Proposed Change Order No. 83r3 (PCO 83r3) is to **Furnish and Install Martyr Wall** as described in ECC's PCO No. 83 dated March 14, 2016, revised in ECC's PCO No. 83r1 dated March 31, 2016, revised in ECC's PCO No. 83r2 dated April 18, 2016 and further revised in ECC's PCO No. 83r3 dated June 3, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in **(PCO 83r3)**:

\$(b) (4)

35. Proposed Change Order No. 84 (PCO No. 84) is for adding **Level 5 RCFL Transaction Counter** as described and proposed in ECC's PCO No. 84 dated March 14, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in **(PCO 84)**:

\$(b) (4)

INITIALS:


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36. Proposed Change Order No. 85r1 (PCO No. 85r1) is for **Additional Cyber Area Power Poles** as described in ECC's PCO No. 85 dated March 14, 2016 and revised in ECC's PCO No. 85r1 dated April 8, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in **(PCO 85r1)**:

\$(b) (4)

37. Proposed Change Order No. 87 (PCO No. 87) is to **Furnish and Install Tech Benches** as described in GSA RFP No. 044 "Millwork Revisions in Rooms 4242 ("Firearms") and 5004 ("Imaging")" dated October 28, 2015 and revised in GSA RFP No. 044 Rev.1 dated March 11, 2016 and as proposed in ECC's PCO No. 87 dated April 1, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in **(PCO 87)**:

\$(b) (4)

38. Proposed Change Order No. 88 (PCO No. 88) is for adding **Plywood Subfloor in Room 3002A** as described in GSA RFP No. 053 dated March 28, 2016 and proposed in ECC's PCO No. 88 dated April 1, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in **(PCO 88)**:

\$(b) (4)

39. Proposed Change Order No. 89r1 (PCO No. 89r1) is to furnish and install **Magnetic Glass Dry Erase Boards** as described in GSA RFP No. 054 dated March 29, 2016 and revised in GSA RFP No. 054Rev.1 dated May 13, 2016 and proposed in ECC's PCO No. 89 dated April 22, 2016 and revised in ECC's PCO No. 89r1 dated June 3, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in **(PCO 89r1)**:

\$(b) (4)

40. Proposed Change Order No. 90 (PCO No. 90) is for the **Ratio Based Quantities Reconciliation** as described in the Lease's POR Section 11.0 – Ratio Based Requirements and as proposed in ECC's PCO No. 90 dated April 25, 2016; is hereby incorporated into the Lease.

Total Credit to the Government for **(PCO 90)**:

\$(b) (4)

41. Proposed Change Order No. 105 (PCO No. 105) is to furnish and install **Console for Operations Center Room 3213** as described in GSA RFP No. 062 dated June 9, 2016 and proposed in ECC's PCO No. 105 dated June 22, 2016; is hereby incorporated into the Lease.

Total Added Cost for Scope in **(PCO 105)**:

\$(b) (4)

42. **TOTAL NET ADD THIS LEASE AMENDMENT:**

\$(b) (4)

INITIALS:


LESSOR

&


GOVT

Boston Field Office
Lease No. LMA04496
6/24/2016

Lease Amendment No. 17

Summary of PCOs in Lease Amendment No. 17

No.	PCO No.	Description	Amount of PCO
1	024r5	(b) (4)	
2	025r2		
3	028a-r1		
4	028b		
5	029r2		
6	030r1		
7	036r3		
8	046r1		
9	051r1		
10	053r3		
11	058r2		
12	060		
13	062r1		
14	063r1		
15	065		
16	066r2	(b) (4) (b) (4)	
17	067r1		
18	068r2		
19	069		
20	070r1		
21	070a-r1		
22	071r4		
23	072		
24	073		
25	074a		
26	074r1		
27	075r1		
28	076		
29	077r1		
30	078r1	(b) (4)	
31	080r1		
32	081		
33	082		
34	083r3		
35	084		
36	085r1		
37	087		
38	088		
39	089r1		
40	090		
41	105		
TOTAL			



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 18
	TO LEASE NO. LMA04496
ADDRESS OF PREMISES: 201 Maple Street Chelsea, Massachusetts 02150	Date (to be applied by Government on date of execution) <i>9.14.2016</i>

THIS AGREEMENT, made and entered into this 14th day of September, 2016, by and between Emerald Corporate Center, LLC (the "Lessor"), having a business address at 180 Second Street, Chelsea, MA 02150, and the General Services Administration, acting as agent for the United States Government (the "Government").

WHEREAS, the Lessor and the GSA desire to amend the above referenced lease (the "Lease")

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and GSA agree that the Lease is amended as follows:

Extend the project's Substantial Completion Date from August 22, 2016, to September 30, 2016, and extend the project's Final Completion Date from September 26, 2016, to October 31, 2016.

The referenced schedule time extension is based on ECC's request for an excusable and non-compensable thirty-nine (39) calendar day schedule extension due to delays from the public utility company, Eversource, in providing the permanent power to the project and later the removal of the temporary power equipment from the project site.

The referenced, no-cost to the Government, schedule time extension is the Lessor's sole and exclusive remedy for said delays.

References and Attachments:

1. ECC Letter to the Government dated July 21, 2016, with attachment titled "Work To Complete List Skanska USA, Building 21-Jul-16 09:00"
2. ECC Email to GSA (Connolly to Strobel) dated July 22, 2016, Subject: "BOSPOB - Request for Time Extension - Eversource Permanent Power Delay"
3. Government Letter number OL 378 to ECC dated July 25, 2016 in response to references 1 and 2 above
4. ECC Letter to the Government dated August 5, 2016 with the following attachments:
 - a) ECC Schedule titled "BPOB-ECC Development - 20Jul16 Schedule Update - SUM-41" with "Data Date: 20-Jul-16/Run Date: 20-Jul-16 16:46"
 - b) Schedule titled "Work To Complete List Skanska USA, Building 03-Aug-16 14:54"
 - c) Copy of Government Letter number OL 378 to ECC dated July 25, 2016
5. ECC Email to GSA (Connolly to Strobel) dated August 5, 2016, Subject: "ECC Response to GSA OL 378 Response to Time Extension Request"
6. ECC Email to GSA (Connolly to Strobel) dated August 15, 2016, Subject: "Re: ECC Response to GSA OL 378 Response to Time Extension Request"

INITIALS

Page 1 of 2

[Signature]
LESSOR

&

[Signature]
GOV'T

This Lease Amendment contains 40 pages.

All other terms and conditions of the lease shall remain in force and effect. This Schedule Time Extension is granted by the Government and is explicitly accepted by the Lessor as an excusable delay and a non-compensable schedule time extension. Therefore, in consideration for this Lease Amendment, the Lessor hereby releases the Government from any and all liability under the Lease for further equitable adjustments for Time and Price, for the Work and/or time extension described herein.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: (b) (6)
Name: Patricia Simboli
Title: Manager
Entity Name: Emerald Corporate Center, LLC
Date: 7 SEPTEMBER 2016

FOR THE GOVERNMENT:

Signature: (b) (6)
Name: Michael Strobel
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: September 14, 2016

WITNESSE

Signature: (b) (6)
Name: PATRICK SULLIVAN
Title: _____
Date: 7 SEPTEMBER 2016

INITIALS: \$ LESSOR & _____ GOV'T

From: [Matt Connolly](#)
To: [Michael Strobel - 1PRL](#)
Cc: [David Krassnoff](#); [Frederick Amey - 1PCM](#); [Alie. Allevyn](#); [Patricia Simboli](#); [Bradley Sher](#); [William Valentine](#)
Subject: BOSPOB - Request for Time Extension - Eversource Permanent Power Delay
Date: Friday, July 22, 2016 7:48:36 AM
Attachments: [21 July 2016 - BOSPOB - Request for Schedule Extension.pdf](#)

Dear Mike,

Please find attached ECC's request for an excusable time extension as a result of delays associated with the delivery of permanent power from the public utility, Eversource. We are requesting to extend the substantial completion / acceptance date from August 22, 2016 to September 30, 2016.

We truly appreciate your consideration and look forward to a successful completion of the project and occupancy for the FBI.

Regards,
Matt

MATT CONNOLLY, PE LEED AP
Senior Vice President - Development
Molasky Group of Companies
1000 Abernathy Road | Suite 825
Atlanta, Georgia 30328
770-817-3081 (d) | (b) (6) (c)
mattc@molaskyco.com

AKS *PS*

**Emerald Corporate Center, LLC
180 Second Street
Chelsea, MA 02150**

July 21, 2016

Via Email and Federal Express Two Day Delivery

Mr. Michael Strobel
Lease Contracting Officer
US General Services Administration
New England Region
10 Causeway Street
Boston, MA 02222

RE: Lease LMA04496, Chelsea, MA
Request for Schedule Time Extension
Public Utility Permanent Power Delay

Dear Mr. Strobel,

As ECC brought to the attention to GSA and FBI in April and May of this year, and discussed in detail over past several weeks, the project experienced an unanticipated delay on the project with respect to the delivery of permanent power from Eversource, the public utility company in Massachusetts.

Eversource was scheduled to deliver permanent power no later than April 1, 2016, and the project was ready to receive it at that time. Despite Eversource's commitments that April 1, 2016 would be met, they did not provide the permanent power equipment and hook up until June 3, 2016, two months and two days (64 calendar days) late. ECC communicated with Eversource during 2015 and early 2016 continuously to ensure delivery, but despite our best efforts, they failed to meet this commitment. This delay was at no fault of and out of control of ECC, LLC.

Without permanent power in place, it was not possible for many critical aspects of the project to proceed, including but not limited to MEP equipment startup, HVAC controls integration, removal of temporary power and lighting, installation of permanent electrical and lighting systems, and City approvals for MEP installation on each floor. These elements were required for the remainder of the building systems to be operational and interior finishes to be completed.

Despite the 64 calendar day delay in receiving permanent power from Eversource, ECC has worked diligently with its construction partner, Skanska, to expedite aspects of the schedule and expend unanticipated cost to mitigate the overall impact. Fortunately for all stakeholders we have been able to reduce the impact by approximately three weeks.

Skanska has provided ECC an updated schedule reflecting a September 14, 2016 substantial completion. With the sitework and landscaping south of the office building delayed to the end of the project as a direct result of Eversource's delayed permanent power and removal of temporary power, ECC will require an additional two weeks (16 calendar days) to conduct the process for final City reviews and inspections for Zoning and Department of Public Works approval.



Emerald Corporate Center, LLC
180 Second Street
Chelsea, MA 02150

In summary, we respectfully **request a time extension of 39 calendar days** from the Government as a result of the above, arising without fault of ECC, LLC, and that which would be considered "excusable delay" as defined in the Lease. The requested Lease Substantial Completion / Acceptance date would be extended from August 22, 2016 to **September 30, 2016**.

Thank you for your timely consideration and understanding for the need for this request.

Sincerely,

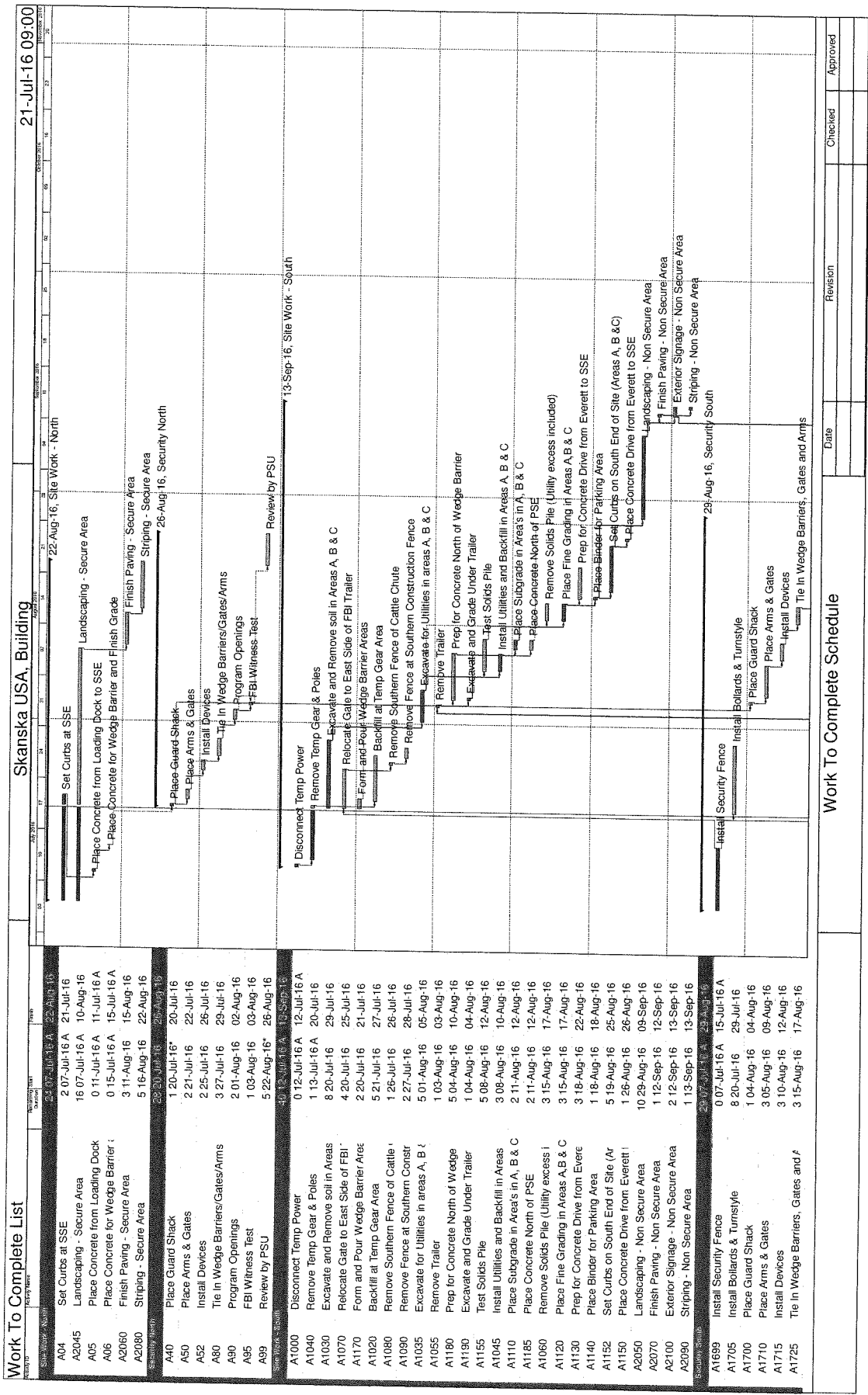
EMERALD CORPORATE CENTER, LLC

(b) (6)

Matthew J. Connolly, PE, LEED AP
Senior Vice President, The Molasky Group of Companies

cc: Patricia Simboli, ACS Development Corporation
Bradley Sher, The Molasky Group of Companies
William Valentine, The Molasky Group of Companies

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Handwritten signature and initials.

Work To Complete List 21-Jul-16 09:00

Activity Name	Start Date	End Date	Notes
A1750 Program Openings	2 18-Aug-16	19-Aug-16	
A1755 FBI Witness Test	1 22-Aug-16	22-Aug-16	
A1760 Review by PSU	5 23-Aug-16	29-Aug-16	
A2420 Paint	0 07-Jul-16 A	07-Jul-16 A	
A2430 Ceiling Grid	0 08-Jul-16 A	11-Jul-16 A	
A2440 OH Inspections	0 12-Jul-16 A	12-Jul-16 A	
A2450 OH Fixtures and Tile	0 13-Jul-16 A	20-Jul-16	
A2470 Millwork	3 20-Jul-16	22-Jul-16	
A2520 Complete Sidewalks Around VSF	8 20-Jul-16	29-Jul-16	
A2590 Plumbing Finishes	3 20-Jul-16	22-Jul-16	
A2590 RTU Startup, Balancing and Testing	3 20-Jul-16	22-Jul-16	
A2600 New Activity	1 20-Jul-16	20-Jul-16	
A2610 Finish Painting	2 23-Jul-16	25-Jul-16	
A2620 Carpet and VCT	1 23-Jul-16	23-Jul-16	
A2630 Stainless Steel Trim	1 25-Jul-16	25-Jul-16	
A2640 Touchup and PrePunch	1 26-Jul-16	26-Jul-16	
A2650 Punch	1 27-Jul-16	27-Jul-16	
A2570 Address Punchlist Items/Backpunch	2 28-Jul-16	29-Jul-16	
A2500 Move FBI Personnel	2 01-Aug-16	02-Aug-16	
A2510 Remove Trailer	2 03-Aug-16	04-Aug-16	
A1302 Metal Panels - North and South	15 07-Jul-16 A	09-Aug-16	
A1305 Doghouse Roofs	0 07-Jul-16 A	13-Jul-16 A	
A1300 Main Roof	2 07-Jul-16 A	21-Jul-16	
A1310 Low Second Floor Roof	0 07-Jul-16 A	13-Jul-16 A	
A1360 Precast Cleaning	15 07-Jul-16 A	09-Aug-16	
A1370 Precast Patching	20 07-Jul-16 A	16-Aug-16	
A1320 Antenna Mast	5 18-Jul-16 A	26-Jul-16	
A1405 Pantries Floors 2-8	2 07-Jul-16 A	21-Jul-16	
A1410 Stair A Finishes	3 07-Jul-16 A	22-Jul-16	
A1440 Stair B Finishes	0 07-Jul-16 A	29-Jul-16 A	
A1445 Millwork Floors 2-8	1 07-Jul-16 A	20-Jul-16	
A1455 Elevator Lobbies	16 08-Jul-16 A	10-Aug-16	
A1470 Temp Signs	10 19-Jul-16 A	02-Aug-16	
A1402 Blinds	16 20-Jul-16	10-Aug-16	
A1475 Bathrooms	6 20-Jul-16	27-Jul-16	
A1400 Signage (Permanent)	10 05-Aug-16	18-Aug-16	
A1680 Punch	0 09-May-16 A		
A1620 Finish Spray - Gym	0 05-Jul-16 A	08-Jul-16 A	
A1650 Paint - Gym	3 05-Jul-16 A	22-Jul-16	
A1615 Final Clean - (Not Including Gym)	5 13-Jul-16 A	26-Jul-16	
A1630 Shot Blast for Flooring - Gym	2 25-Jul-16	26-Jul-16	
A1625 Carpet Trimming	1 25-Jul-16	25-Jul-16	
A1690 BackPunch	0 26-Jul-16 A		
A1540 Rubber Flooring - Gym	4 27-Jul-16 A	01-Aug-16	
A1720 Install Light Fixtures	5 02-Aug-16	08-Aug-16	

Work To Complete Schedule			
Date	Revision	Checked	Approved

AMS *PS*

Work To Complete List

Skanska USA, Building

21-Jul-16 09:00

Activity	Start Date	End Date	Location
Final Clean - Gym	01-Aug-16	09-Aug-16	Equipment Delivery - Gym
Equipment Delivery - Gym	15-Aug-16	15-Aug-16	Equipment Delivery - Gym
Punch	01-Aug-16	09-Aug-16	Equipment Delivery - Gym
Final Clean	18-Jul-16	27-Jul-16	Equipment Delivery - Gym
Carpet Trimming	126-Jul-16	26-Jul-16	Equipment Delivery - Gym
BackPunch	028-Jul-16	26-Jul-16	Equipment Delivery - Gym
Night Duty Console	515-Aug-16	19-Aug-16	Equipment Delivery - Gym
Punch	024-May-16	02-Jul-16	Equipment Delivery - Gym
BackPunch	026-Jul-16	02-Jul-16	Equipment Delivery - Gym
Final Clean	327-Jul-16	29-Jul-16	Equipment Delivery - Gym
Carpet Trimming	127-Jul-16	27-Jul-16	Equipment Delivery - Gym
Punch	007-Jun-16	05-Aug-16	Equipment Delivery - Gym
Carpet Trimming	128-Jul-16	28-Jul-16	Equipment Delivery - Gym
Final Clean	401-Aug-16	04-Aug-16	Equipment Delivery - Gym
BackPunch	005-Aug-16	04-Aug-16	Equipment Delivery - Gym
Punch	007-Jul-16	14-Aug-16	Equipment Delivery - Gym
Carpet Trimming	129-Jul-16	29-Jul-16	Equipment Delivery - Gym
Final Clean	505-Aug-16	11-Aug-16	Equipment Delivery - Gym
BackPunch	005-Aug-16	11-Aug-16	Equipment Delivery - Gym
Punch	007-Jul-16	14-Aug-16	Equipment Delivery - Gym
Carpet Trimming	101-Aug-16	01-Aug-16	Equipment Delivery - Gym
BackPunch	005-Aug-16	01-Aug-16	Equipment Delivery - Gym
Final Clean	612-Aug-16	19-Aug-16	Equipment Delivery - Gym
Ceiling Grid	002-Jun-16	21-Jun-16	Equipment Delivery - Gym
Millwork	021-Jun-16	15-Jul-16	Equipment Delivery - Gym
Ceiling Inspections	028-Jun-16	29-Jun-16	Equipment Delivery - Gym
Punch	030-Jun-16	29-Jun-16	Equipment Delivery - Gym
Carpet	512-Jul-16	26-Jul-16	Equipment Delivery - Gym
Ceiling Tiles	120-Jul-16	20-Jul-16	Equipment Delivery - Gym
Carpet Trimming	102-Aug-16	02-Aug-16	Equipment Delivery - Gym
BackPunch	005-Aug-16	02-Aug-16	Equipment Delivery - Gym
Final Clean	322-Aug-16	24-Aug-16	Equipment Delivery - Gym
Tap & Sand	011-May-16	24-Jun-16	Equipment Delivery - Gym
Ceiling Grid	027-Jun-16	08-Jul-16	Equipment Delivery - Gym
Raised Flooring	005-Jul-16	11-Jul-16	Equipment Delivery - Gym
Paint	1920-Jul-16	15-Aug-16	Equipment Delivery - Gym
Millwork - Concourse	1020-Jul-16	02-Aug-16	Equipment Delivery - Gym
Overhead Inspections	226-Jul-16	27-Jul-16	Equipment Delivery - Gym
Ceiling Tile and Fixtures	626-Jul-16	04-Aug-16	Equipment Delivery - Gym
Punch	012-Aug-16	17-Aug-16	Equipment Delivery - Gym
Final Clean	216-Aug-16	17-Aug-16	Equipment Delivery - Gym

Work To Complete Schedule

Date	Revision	Checked	Approved

MS

Work To Complete List				Skanska USA, Building										21-Jul-16 09:00									
Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity
A2025	Insulation	0 30-May-16 A	08-Jul-16 A																				
A2030	Valve Tags	1 14-Jul-16 A	20-Jul-16																				
A2040	Epoxy Paint Flooring	10 04-Aug-16	17-Aug-16																				
A2035	Final Clean	2 18-Aug-16	19-Aug-16																				
A1420	FA - Complete Fire Alarm Install	0	07-Jul-16 A																				
A1430	FA - Complete Master Box with City	8 20-Jul-16	29-Jul-16																				
A1450	FA - Test Fire Alarm Stand Pipe and	3 20-Jul-16	22-Jul-16																				
A1460	FA - Test Fire Alarm Stand Pipe and	10 20-Jul-16	02-Aug-16																				
A1480	FA - Special Inspections Fire Alarm	1 03-Aug-16	03-Aug-16																				
A1490	FA - CFD Fire Alarm Inspection and	1 04-Aug-16	04-Aug-16																				
A2175	Startup and Test Fire Pump	0 13-Jul-16 A	13-Jul-16 A																				
A2180	Test Fire Protection - Stand Pipe and	0 18-Jul-16 A	19-Aug-16 A																				
A2185	Submit Test Reports	4 20-Jul-16	25-Jul-16																				
A2190	CFD Inspection	5 26-Jul-16	01-Aug-16																				
A2200	Prelim Test w FA Stair A & B	11 20-Jul-16	03-Aug-16																				
A2205	Functional Test Stair Pressurization	3 04-Aug-16	08-Aug-16																				
A2235	Witness by Special Inspection	3 04-Aug-16	08-Aug-16																				
A2230	Balance and Submit Report	3 09-Aug-16	11-Aug-16																				
A2240	Report by Special Inspector	3 09-Aug-16	11-Aug-16																				
A2245	Complete Elevator Cleaning and Adjust	3 05-Jul-16 A	22-Jul-16																				
A2260	Complete Phone Service for Elevator	0 14-Jul-16 A	29-Jul-16 A																				
A2250	Complete Elevator Cleaning and Adjust	5 25-Jul-16	29-Jul-16																				
A2270	State Elevator Inspection For Elevator	11 01-Aug-16	15-Aug-16																				
A2390	State Elevator Inspection for Elevator	8 16-Aug-16	25-Aug-16																				
A2278	Prelim Power Outage Test	2 09-Aug-16	10-Aug-16																				
A2280	Correct Issues	3 11-Aug-16	15-Aug-16																				
A2290	Execute Essential Power Test with D	5 16-Aug-16	22-Aug-16																				
A2295	Review Plan with Building Inspector	0 07-Jul-16 A	07-Jul-16 A																				
A2297	Electrical Inspector Final Review &	1 05-Aug-16	05-Aug-16																				
A2298	Plumbing Inspector Final Review &	1 08-Aug-16	08-Aug-16																				
A2299	Fire Department Review of Egress	5 23-Aug-16	29-Aug-16																				
A2300	Fire Department Generator / LS Test	5 23-Aug-16	29-Aug-16																				
A2340	Fire Department Signoff	1 30-Aug-16	30-Aug-16																				
A2310	DPW Inspector Review & Signoff	1 12-Sep-16	12-Sep-16																				
A2320	Building Inspector Review and Sign	1 12-Sep-16	12-Sep-16																				
A2330	Apply for & Submit CoFo Document	2 13-Sep-16	14-Sep-16																				
A2380	CoFo	1 14-Sep-16	14-Sep-16																				
A2410	FBI Testing and Demonstration	4 16-Aug-16	19-Aug-16																				
A2460	FBI Accreditation Completion	5 22-Aug-16	26-Aug-16																				
A2490	FBI Full Security	1 29-Aug-16	29-Aug-16																				
A2530	FBI ET Install	9 29-Aug-16	08-Sep-16																				
A2540	FBI Move	5 15-Sep-16	21-Sep-16																				

Work To Complete Schedule

These past occupancy activities have not been modified from previous discussions, but will be confirmed by the Government.

MS p



July 25, 2016

OL: 378

By Electronic Mail psimboli@acsdevelopment.com and United Parcel Service

Ms. Patricia Simboli, Manager
Emerald Corporate Center, LLC
180 Second Street, Suite 204
Chelsea, MA 02150, AND

397 Main Street
Woburn, MA 01801

Subject: Lease Number LMA04496, Dated September 23, 2011 (the "Lease"), By and Between the U.S. General Services Administration as Agent for the U.S. Government (the "Government"), Tenant and Emerald Corporate Center, LLC ("ECC"), Lessor For Construction and Lease Of a Facility At 201 Maple Street, Chelsea, MA (the "Project")

Reference: 1. ECC's Letter to GSA dated July 21, 2016, "Public Utility Permanent Power Delay"
2. ECC's Attachment to the Letter titled "Work to Complete Schedule", (the "Schedule") dated 21-Jul-16 09:00

Dear Ms. Simboli,

The Government received the above referenced ECC letter, (Reference 1), and the Schedule, PDF, 5 pages, (Reference 2), on July 22, 2016. In the referenced letter, ECC requests a schedule time extension of 39 calendar days due to

"the project experienced an unanticipated delay on the project with respect to the delivery of permanent power from Eversource, the public utility company in Massachusetts."

The referenced ECC letter, requests an extension to the Lease's Substantial Completion date from August 22, 2016 to September 30, 2016.

The most recent project schedule update provided by ECC is titled **"BPOB-ECC Development – 30Apr16 Schedule Update – SUM-38"**, **"Data Date: 30-Apr-16/Run Date: 04-May-16 08:16"**, (Reference 3), which was included in ECC's Monthly Report No. 19, covering work progress through the month of April 2016, and was received by the Government on May 17, 2016. This schedule showed the Lease's Substantial Completion date of August 22, 2016, (Activity A2660) and a Final Completion date of September 26, 2016, (Activity A2750). However, Reference 2 Schedule, submitted on July 22, 2016, does not include Activities A2660 and A2750.



In order for the Government to evaluate ECC's request for a time extension to the Schedule, the following must be addressed:

1. Provide a Schedule Update which shall show status of all project activities; those which have been completed and the remaining activities, reference 3.
2. Provide an updated "Work to Complete Schedule" (Reference 2) which shall include all remaining activities including, but is not limited to, testing and commissioning of all building systems, completing all security provisions and requirements, performing operational testing and demonstration and all site work, as well as all required City of Chelsea reviews.
3. Provide a schedule narrative which shall include an explanation of the critical path and any schedule constraints.

Upon receipt of the above documents, the Government will review ECC's request for an excusable and none compensable time extension to the project's schedule. Be advised that any requests for time extensions must be supported by proper documentation which shall demonstrate the cause of and responsibility for any delays.

As the Government has previously informed the Lessor, the FBI has limited time remaining to make internal and third party commitments to facilitate the scheduled Field Office move to the new building. Those commitments include PSU Inspections, certification/accreditation inspection and ET systems' installation and set-ups, moving company date confirmation for the relocation of the Field Office and notification to the current Lessor, all need to be made as soon as possible.

Due to required advance planning and numerous time constraints to facilitate the Field Office move to the new building, the FBI will proceed with making internal and third party commitments based on September 30, 2016, as the Substantial Completion date for the project, pending receipt from ECC, of all the documents noted above.

Should you have any questions regarding the above, please don't hesitate to contact this office.

Sincerely,

(b) (6)

Frederick R. Arney
Project Manager, Public Buildings Service
U.S. General Services Administration
Design & Construction Division

cc: Mr. Michael Strobel, Leasing Contracting Officer, GSA
Mr. David Krassnoff, Leadership Initiatives Manager, GSA
Mr. Matt Connolly, The Molasky Group of Companies

From: Matt Connolly
To: Michael Strobel - 1PRL
Cc: David Krassnoff; Alie, Alleyn; Frederick Amey - 1PCM; Shayne Doherty - 1PRL; Patricia Simboli; William Valentine; Bradley Sher
Subject: ECC Response to GSA OL 378 Response to Time Extension Request
Date: Friday, August 05, 2016 8:39:09 AM
Attachments: 5 Aug 2016 - BOSPOB - ECC Response to OL 378 Request for Schedule Extension - Pkg.pdf

Dear Mike,

After coordination with the government team and our general contractor over the past week, we are pleased to provide in the attached letter, schedule related information requested by GSA in letter OL 378. Thank you very much for your consideration of our time extension request, and we look forward to a successful completion of the project.

Regards,
Matt

MATT CONNOLLY, PE LEED AP
Senior Vice President - Development
Molasky Group of Companies
1000 Abernathy Road | Suite 825
Atlanta, Georgia 30328
770-817-3081 (d) | (b) (6) (c)
mattc@molaskyco.com

From: Michael Strobel - 1PRL <mike.strobel@gsa.gov>
Sent: Monday, July 25, 2016 3:32 PM
To: Tricia Simboli
Cc: Matt Connolly; David Krassnoff; Alleyn Alie; Frederick Amey - 1PCM; Shayne Doherty - 1PRL
Subject: LMA 04496 dated 9.23.2011: OL 378 Response to Time Extension Request

Ms. Simboli

Attached hereto, please find OL 378 as a response to the ECC request for a time extension to the Construction Schedule.

Thank you for your considerations.

R/

Mike

--

Mike Strobel



Supervisory Team Lead
Leasing Contracting Officer
Real Estate Acquisition Division
Public Buildings Service
U.S. General Services Administration
New England Region

Thomas P. O'Neill, Jr. Fed. Bldg.
Room 1015
10 Causeway Street
Boston, MA 02222
617.565.7250 office
(b) (6) cell
617.565.7049 fax

AS P

Emerald Corporate Center, LLC
180 Second Street
Chelsea, MA 02150

August 5, 2016

Via Email and Federal Express Two Day Delivery

Mr. Michael Strobel
Lease Contracting Officer
US General Services Administration
New England Region
10 Causeway Street
Boston, MA 02222

RE: Lease LMA04496, Chelsea, MA
Response to GSA OL 378 – ECC Request for Schedule Time Extension
Public Utility Permanent Power Delay

Dear Mr. Strobel,

Thank you for your letter labeled OL 378 dated 7/25/16 regarding our 7/22/16 Request for Time Extension as a result of the Eversource delays in providing the project permanent power. Per your letter, you have request three items as listed below:

In order for the Government to evaluate ECC's request for a time extension to the Schedule, the following must be addressed:

1. Provide a Schedule Update which shall show status of all project activities; those which have been completed and the remaining activities, reference 3.
2. Provide an updated "Work to Complete Schedule" (Reference 2) which shall include all remaining activities including, but is not limited to, testing and commissioning of all building systems, completing all security provisions and requirements, performing operational testing and demonstration and all site work, as well as all required City of Chelsea reviews.
3. Provide a schedule narrative which shall include an explanation of the critical path and any schedule constraints.

Please find our response to each of the requested items:

1. Attached please find Skanska's (ECC's general contractor) July 20, 2016 schedule update showing the status of all project activities; those which have been completed and the remaining activities.
2. Attached please find Skanska's August 3, 2016 "Work to Complete Schedule" which includes all remaining activities, including but not limited to:
 - a. testing and demonstration of all building system
 - b. completing all security provisions and requirements
 - c. performing operating testing and demonstration
 - d. all site work
 - e. all required City of Chelsea reviews

MS P

Emerald Corporate Center, LLC
180 Second Street
Chelsea, MA 02150

This schedule reflects a September 14, 2016 Certificate of Occupancy and Substantial Completion date for the general contractor which is consistent with the previous schedule document we provided in our 7/22/16 letter.

3. Please find below a schedule narrative and exhibit which includes an explanation of the critical path and any schedule constraints. Upon our General Contractor's certificate of occupancy and substantial completion on September 14, 2016, ECC has approximately 16 days allocated for remaining reviews and approvals with the City of Chelsea Planning and Department of Public Works Departments from the time the delayed sitework activities are completed. Reflected is the revised GSA Substantial Completion / Acceptance date of September 30, 2016.

LMA04496 - FBI Chelsea, MA
 Completion Schedule to September 30, 2016

Week Of:		7-Aug	14-Aug	21-Aug	28-Aug	4-Sep	11-Sep	18-Sep	25-Sep
General Contractor (Skanska) Completion Schedule Summary									
Site Work / Landscaping									
VSF Completion									
Transition FBI Security from Trailer to VSF									
Office Building									
Elevators									
Commissioning									
Fire Dept / DPW / Bldg Dept Finals									
Testing and Demonstration for FBI									
Training for FBI and ECC									
Certificate of Occupancy Process									
GC Substantial Completion									
ECC Remaining Activities with City									
City of Chelsea - Planning & Zoning and DPW Approvals ***									
GSA Substantial Completion / Acceptance									

Schedule Narrative:

Eversource was scheduled to deliver permanent power no later than April 1, 2016, and the project was ready to receive it at that time. Despite Eversource's commitments that April 1, 2016 would be met, they did not provide the permanent power equipment and hook up until June 3, 2016, two months and two days (64 calendar days) late. ECC communicated with Eversource during 2015 and early 2016 continuously to ensure delivery, but despite our best efforts, they failed to meet this commitment. This delay was at no fault of and out of control of ECC, LLC.

Without permanent power in place, it was not possible for many critical aspects of the project to proceed, including but not limited to MEP equipment startup, HVAC controls integration, removal of temporary power and lighting, installation of permanent electrical and lighting systems, and City approvals for MEP installation on each floor. These elements were required for the remainder of the building systems to be operational and interior finishes to be completed.

Despite the 64 calendar day delay in receiving permanent power from Eversource, ECC has worked diligently with its construction partner, Skanska, to expedite aspects of the schedule and expend unanticipated cost to mitigate the overall impact. Fortunately for all stakeholders we have been able to reduce the impact by approximately three weeks.

Handwritten initials: MS P

Emerald Corporate Center, LLC
180 Second Street
Chelsea, MA 02150

Skanska has provided ECC an updated schedule reflecting a September 14, 2016 substantial completion. With the sitework and landscaping south of the office building delayed to the end of the project as a direct result of Eversource's delayed permanent power and removal of temporary power, ECC will require an additional two weeks (16 calendar days) to conduct the process for final City reviews and inspections for Zoning and Department of Public Works approval.

Thank you for your timely consideration and understanding for the need for this request. We look forward to reaching a conclusion to establish a clear plan for both ECC's and the Government's remaining completion and occupancy activities.

Should you have any further questions or require additional information, please do not hesitate to contact me.

Sincerely,

EMERALD CORPORATE CENTER, LLC

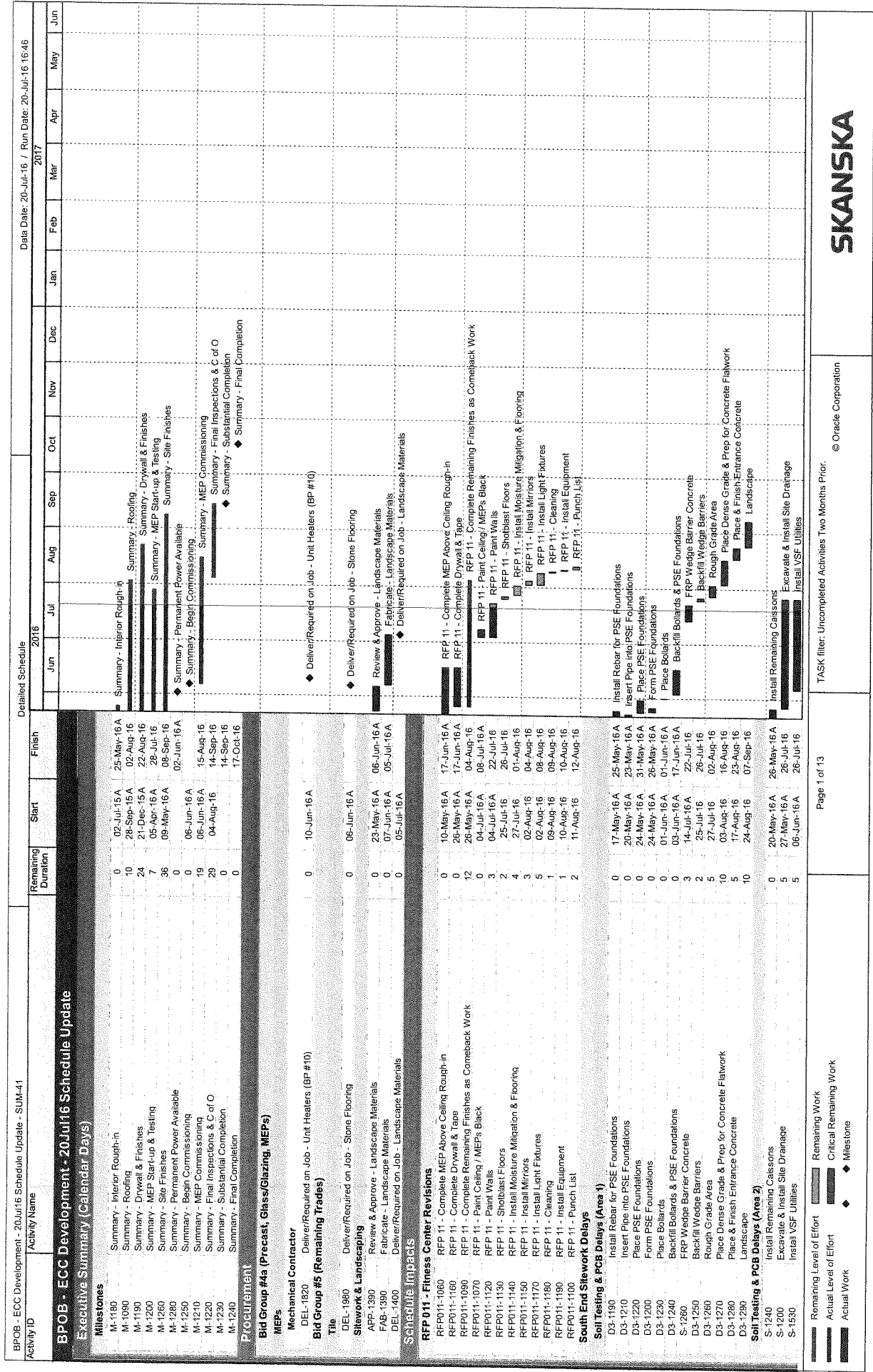
(b) (6)

Matthew J. Connolly, PE, LEED AP

Senior Vice President, The Molasky Group of Companies

cc: Patricia Simboli, ACS Development Corporation
Bradley Sher, The Molasky Group of Companies
William Valentine, The Molasky Group of Companies

MS P



BPOB - ECC Development - 20-Jul-16 Schedule Update - SUM-41										Data Date: 20-Jul-16 / Run Date: 20-Jul-16 16:46											
Activity Name			Detailed Schedule																		
Activity ID	Activity Name	Remaining Duration	Start	Finish																	

Remaining Level of Effort
 Actual Level of Effort
 Actual Work

Remaining Work
 Critical Remaining Work
 Milestone

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BPOB - ECC Development - 20Jul16 Schedule Update - SUM-41				Detailed Schedule												Data Date: 20-Jul-16 / Run Date: 20-Jul-16 16:46												
Activity ID	Activity Name	Remaining Duration	Start	Finish	2016												2017											
					Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun											
Fire Protection Service																												
SW11-1330	Final Clean - Service Wing L1	2	15-Aug-16	15-Aug-16																								
1FP-2730	Perform Functional Testing / Fire Protection (Fire Pump)	1	13-Jul-16	20-Jul-16																								
1FP-2740	Functional Testing Complete - Fire Protection (Fire Pump)	0		20-Jul-16																								
Electrical Service																												
1A-1105	Complete Generator Room Enclosure & Fitout	0	19-Apr-16	10-Jun-16																								
1ES-2840	Install Leak Detector & Complete Control Wiring - Fuel Oil System	0	21-May-16	10-Jun-16																								
1ES-2830	Fill Fuel Oil Tank - Fuel Oil System	0	31-May-16	25-May-16																								
1A-9080	Complete Construction Checklists for Cx - Fuel Oil System	0	06-Jun-16	06-Jun-16																								
1ES-2800	Start-up & Test - Fuel Oil System	0	06-Jun-16	07-Jun-16																								
1ES-2750	Perform Functional Testing / Develop Cx Action List - Permanent Power	0	06-Jun-16	17-Jun-16																								
1ES-2810	Perform Functional Testing / Develop Cx Action Plan - Fuel Oil System	0	08-Jun-16	09-Jun-16																								
1ES-2820	Functional Testing / Cx Action List Complete - Fuel Oil System	0	08-Jun-16	09-Jun-16																								
1ES-2790	Start-up & Test - Emergency Generator (Failed Due to Overheating)	0	10-Jun-16	10-Jun-16																								
D6-1000	Make Modifications to Generator Room & Start-up	0	13-Jun-16	23-Jun-16																								
1ES-2760	Functional Testing / Cx Action List Complete - Permanent Power	0	24-Jun-16	06-Jul-16																								
D6-1010	Re-schedule Load Bank Test	0	07-Jul-16	20-Jul-16																								
1ES-2770	Setup & Perform Functional Testing / Load Bank Testing - Emergency Generator (F	0	08-Jul-16	20-Jul-16																								
D6-1020	Await Direction for Additional Generator Room Modifications	4	20-Jul-16	23-Jul-16																								
D6-1030	Make Additional Generator Room Modifications	4	20-Jul-16	23-Jul-16																								
D6-1040	Start-up & Test with Modifications - Emergency Generator	2	28-Jun-16	07-Aug-16																								
D6-1050	Re-schedule Load Bank Test - Emergency Generator	2	02-Aug-16	09-Aug-16																								
D6-1060	Setup & Perform Load Bank Test with Room Modifications (Tentative) - Emergency	5	04-Aug-16	09-Aug-16																								
1A-9090	Complete Construction Checklists for Cx - Emergency Generator	0		08-Aug-16																								
1ES-2780	Functional Testing / Cx Action List Complete - Emergency Generator	0		08-Aug-16																								
Plumbing Service																												
1PS-2810	Perform Functional Testing / Develop Cx Action List - Plumbing Service (Booster Pu	0	13-Jun-16	17-Jun-16																								
1PS-2820	Functional Testing / Cx Action List Complete - Plumbing Service (Booster Pump)	0		17-Jun-16																								
Exterior Facade & Roofing																												
A1800	Caulk Precast & Windows from Exterior	0	17-Oct-15	30-Jun-16																								
A3160	Skanska Pre-Punch	15	20-Jun-16	09-Aug-16																								
Penthouse																												
A3890	Install Metal Panels at Penthouses - PH	0	26-Jun-16	27-May-16																								
A1780	Install Membrane Roofing / Protect - PH	10	16-May-16	02-Aug-16																								
A1810	Install Roof Cooping	3	21-Jun-16	22-Jul-16																								
Elevators																												
Passenger Elevators																												
A1870	Install Passenger Elevators	0	14-Dec-15	10-Jun-16																								
PE-1080	Build Cars - Passenger Elevators	0	25-Apr-16	10-Jun-16																								
Stairways																												
Stair A																												
A-1050	Drywall & Tape - Stair A	0	29-Feb-16	13-Jul-16																								
A-1070	Install Doors & Hardware - Stair A	5	12-May-16	26-Jul-16																								
A-1060	Paint - Stair A	0	23-May-16	17-Jun-16																								
A-1130	Install Wall Railings - Stair A	0	13-Jun-16	05-Jul-16																								
A-1100	Install Flooring - Stair A	5	13-Jun-16	02-Aug-16																								
A-1110	Finish Paint - Stair A	5	27-Jun-16	28-Jul-16																								
A-1140	Install HVAC Finishes - Stair A	3	28-Jun-16	28-Jul-16																								
A-1140	Adjust Doors & Sweeps - Stair A	5	05-Jul-16	26-Jul-16																								
A-1090	Install Light Fixtures - Stair A	5	05-Jul-16	26-Jul-16																								
A-1120	Punch List & Clean - Stair A	5	03-Aug-16	09-Aug-16																								
Stair B																												
B-1050	Drywall & Tape - Stair B	0	14-Mar-16	05-Jul-16																								
B-1070	Install Doors & Hardware - Stair B	0	12-May-16	08-Jul-16																								
B-1060	Paint - Stair B	0	25-May-16	08-Jul-16																								
B-1130	Install Wall Railings - Stair B	0	20-Jun-16	12-Jul-16																								
B-1140	Install HVAC Finishes - Stair B	0	05-Jul-16	20-Jul-16																								
B-1110	Finish Paint - Stair B	5	05-Jul-16	26-Jul-16																								
B-1100	Install Flooring - Stair B	5	06-Jul-16	26-Jul-16																								
B-1090	Install Light Fixtures - Stair B	0	07-Jul-16	15-Jul-16																								
B-1080	Adjust Doors & Sweeps - Stair B	5	12-Jul-16	26-Jul-16																								
TASK filter: Uncompleted Activities Two Months Prior.																												
Remaining Level of Effort																												
Actual Level of Effort																												
Critical Remaining Work																												
Actual Work																												
Page 4 of 13																												
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SKANSKA																												

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BPOB - ECC Development - 20Jul16 Schedule Update - SUM-41										Detailed Schedule												Data Date: 20-Jul-16 / Run Date: 20-Jul-16 16:46											
Activity ID	Activity Name	Remaining Duration	Start	Finish	2016												2017																
					Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun																
B-1120	Punch List & Clean - Stair B	5	03-Aug-16	09-Aug-16																													
Interiors																																	
Finishes at Host Infill																																	
A2150	Complete Finishes at Host - L3	0	24-Mar-16A	24-Jun-16A																													
A2180	Complete Finishes at Host - L3	0	31-Mar-16A	24-May-16A																													
A2190	Complete Finishes at Host - L4	0	04-Apr-16A	25-May-16A																													
A2210	Complete Finishes at Host - L5	0	06-Apr-16A	31-May-16A																													
A2220	Complete Finishes at Host - L6	0	08-Apr-16A	10-Jun-16A																													
A2430	Complete Finishes at Host - L7	0	11-Apr-16A	17-Jun-16A																													
A2440	Complete Finishes at Host - L8	0	13-Apr-16A	24-Jun-16A																													
Level 1																																	
General / Office Areas																																	
1A-1120	Install OH Electrical Cable Tray - General/Office Areas L1	0	30-Oct-15A	15-Jun-16A																													
1A-1100	Hang GWB - General/Office Areas L1	0	06-Apr-16A	17-Jun-16A																													
1A-1130	Frame Hard Ceilings - General/Office Areas L1	0	10-May-16A	24-May-16A																													
1A-1140	Tape GWB - General/Office Areas L1	0	11-May-16A	24-Jun-16A																													
1A-1150	Install MEP Ceiling Rough In (Hard Ceilings) - General/Office Areas L1	0	23-May-16A	27-May-16A																													
1A-1160	Install Acoustic Sealants - General/Office Areas L1	0	26-May-16A	15-Jun-16A																													
1A-1180	Prime & First Coat Paint - General/Office Areas L1	0	04-Jun-16A	28-Jun-16A																													
1A-1200	Install Floor & Wall Tile - General/Office Areas L1	0	06-Jun-16A	30-Jun-16A																													
1A-1155	MEP Inspections at Hard Ceilings - General/Office Areas L1	0	05-Jun-16A	07-Jun-16A																													
1A-1450	Government Inspections at Hard Ceilings - General/Office Areas L1	0	05-Jun-16A	07-Jun-16A																													
1A-1157	Hang GWB & Tape at Hard Ceilings - General/Office Areas L1	0	08-Jun-16A	17-Jun-16A																													
1A-1220	Install Milwork & Casework - General/Office Areas L1	0	23-Jun-16A	05-Jul-16A																													
1A-1123	Install Low Voltage Wiring (By Government) - General/Office Areas L1	2	24-Jun-16A	05-Jul-16A																													
1A-1210	Install Low Voltage Fixtures & Flup (By Government) - General/Office Areas L1	2	24-Jun-16A	21-Jul-16																													
1A-1170	Install Ceiling Grid & Cut Tiles - General/Office Areas L1	0	27-Jun-16A	08-Jul-16A																													
1A-1110	Install Raised Access Flooring - General/Office Areas L1	0	05-Jul-16A	11-Jul-16A																													
1A-1180	Install Light Fixtures - General/Office Areas L1	4	05-Jul-16A	25-Jul-16																													
1A-1470	Install HVAC Drops - General/Office Areas L1	4	05-Jul-16A	25-Jul-16																													
1A-1230	Install Sprinkler Drops - General/Office Areas L1	4	05-Jul-16A	25-Jul-16																													
1A-1410	Install Plumbing Fixtures - General/Office Areas L1	4	05-Jul-16A	25-Jul-16																													
1A-1400	Install Fire Alarm Devices - General/Office Areas L1	2	06-Jul-16A	08-Jul-16A																													
1A-1270	Install Electrical Devices - General/Office Areas L1	2	07-Jul-16A	21-Jul-16																													
1A-9060	Install VCT at Pantries - General/Office Areas L1	0	11-Jul-16A	13-Jul-16A																													
1A-1215	Install Doors HW & Lites - General/Office Areas L1	8	12-Jul-16A	29-Jul-16																													
1A-1200	Install Milwork Paneling at Concourse - General/Office Areas L1	9	13-Jul-16A	01-Aug-16																													
1A-1215	Above Ceiling Punch List - General/Office Areas L1	3	26-Jul-16	28-Jul-16																													
1A-1460	Government Above Ceiling Inspections - General/Office Areas L1	3	26-Jul-16	28-Jul-16																													
1A-1240	Install Ceiling Tiles - General/Office Areas L1	5	29-Jul-16	04-Aug-16																													
1A-1250	Final Flooring - General/Office Areas L1	10	02-Aug-16	15-Aug-16																													
1A-1280	Final Paint - General/Office Areas L1	8	04-Aug-16	15-Aug-16																													
1A-1295	Install Specialties & Accessories - General/Office Areas L1	5	05-Aug-16	16-Aug-16																													
1A-1290	Skanska Pre-Punch List - L1	5	10-Aug-16	16-Aug-16																													
1A-1290	Install Signage - General/Office Areas L1	3	11-Aug-16	15-Aug-16																													
1A-1420	Test & Balance HVAC (FCU / VAV Cx Checklist Complete) - General/Office Areas L1	5	15-Aug-16	19-Aug-16																													
1A-1330	Final Clean - L1	2	16-Aug-16	17-Aug-16																													
Telecom Rooms																																	
1-1725	Startup & Balance HVAC - Telecom Rooms L1	2	25-Jul-16	26-Jul-16																													
Restrooms																																	
1-1435	GWB & Tape Ceilings - Restrooms L1	0	19-May-16A	27-May-16A																													
1-1445	Paint Walls & Ceilings - Restrooms L1	0	31-May-16A	01-Jun-16A																													
1-1005	Install Floor & Wall Tile - Restrooms L1	0	02-Jun-16A	24-Jun-16A																													
1-1015	Install Plumbing Fixtures - Restrooms L1	0	27-Jun-16A	08-Jul-16A																													
1-1305	Install Doors & Hardware - Restrooms L1	2	12-Jul-16A	21-Jul-16																													
1-1025	Install Toilet Partitions & Accessories - Restrooms L1	2	20-Jul-16	26-Jul-16																													
1-1037	Finish Paint - Restrooms L1	5	28-Jul-16	28-Jul-16																													
Elevator Lobby																																	
1-1055	Install Flooring - Elevator Lobby L1	0	13-Jun-16A	24-Jun-16A																													
1-1045	Install Milwork Wall Panels - Elevator Lobby L1	5	13-Jul-16A	26-Jul-16																													
1-1195	Prime & 1st Coat Paint - Elevator Lobby L1	0	14-Jul-16A	15-Jul-16A																													
1-1085	Install Ceiling Grid - Elevator Lobby L1	2	27-Jul-16	28-Jul-16																													

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TASK filter: Uncompleted Activities Two Months Prior.

Actual Level of Effort
 Remaining Level of Effort
 Remaining Work
 Critical Remaining Work
 Milestone



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BPOB - ECC Development - 20Jul16 Schedule Update - SUM-41										Data Date: 20-Jul-16 / Run Date: 20-Jul-16 16:46									
Detailed Schedule										2017									
Activity ID	Activity Name	Remaining Duration	Start	Finish	2016	2017	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
PH-2420	Startup, Test & Balance - Make-Up Air	3	13-Jun-16 A	22-Jul-16															
PH-2430	Perform Functional Testing / Develop Cx Action List - Make-Up Air MUA-1 (Walsh)	5	25-Jul-16	29-Jul-16															
PH-2440	Functional Testing / Cx Action List Complete - Make-Up Air	0																	
Rooftop Unit Air System																			
PH-2480	Startup, Test & Balance - Rooftop Air Handling System (RTU-1 & RTU-2)	3	18-May-16 A	22-Jul-16															
D7-1000	Resolve & Implement RTU Sequencing per RFI 640.2	3	05-Jul-16 A	22-Jul-16															
PH-2490	Perform Functional Testing / Develop Cx Action List - Rooftop Air Handling System	5	25-Jul-16	29-Jul-16															
PH-2500	Functional Testing / Cx Action List Complete - Rooftop Air Handling System	0																	
Exhaust Air System																			
PH-2520	Complete Construction Checklists for Cx - Exhaust Air	0	23-May-16 A	05-Jun-16 A															
PH-2540	Startup, Test & Balance - Exhaust Air (Walsh)	0	07-Jun-16 A	30-Jun-16 A															
PH-2550	Perform Functional Testing / Develop Cx Action List - Exhaust Air	5	01-Aug-16	05-Aug-16															
PH-2560	Functional Testing / Cx Action List Complete - Exhaust Air	0																	
Stair Pressurization System																			
PH-2580	Complete Construction Checklists for Cx - Stair Pressurization	2	18-Jul-16 A	21-Jul-16															
PH-2600	Startup, Test & Balance - Stair Pressurization Fans (Walsh)	5	22-Jul-16	29-Jul-16															
PH-2610	Perform Functional Testing / Develop Cx Action List - Stair Pressurization	12	29-Jul-16	15-Aug-16															
PH-2620	Functional Testing / Cx Action List Complete - Stair Pressurization	0																	
Plumbing Service																			
PH-2650	Complete Construction Checklists for Cx - Plumbing Hot Water	0	18-May-16 A	24-May-16 A															
PH-2660	Startup, Test & Balance - Plumbing Hot Water (Hot Water Heaters w/ Pumps) (Ame)	0	25-May-16 A	17-Jun-16 A															
PH-2670	Perform Functional Testing / Develop Cx Action List - Plumbing Hot Water (Hot Water Heaters)	5	25-Jul-16*	29-Jul-16															
PH-2680	Functional Testing / Cx Action List Complete - Plumbing Hot Water (Hot Water Heaters)	0																	
Penthouse Finishes																			
PH-1370	Drywall & Tape Penthouse	0	14-Mar-16 A	30-Jun-16 A															
PH-1380	Install Light Fixtures	0	01-Jun-16 A	29-Jun-16 A															
PH-1390	Paint Walls	0	13-Jun-16 A	08-Jul-16 A															
PH-1700	Skanska Pre Punch List	10	21-Jul-16*	03-Aug-16															
PH-1430	Shot Blast & Paint Floor	5	27-Jul-16*	02-Aug-16															
PH-1640	Final Clean	5	04-Aug-16	10-Aug-16															
Rooftop Work																			
RT-1000	Install Antenna Supports	5	11-Jul-16 A	26-Jul-16															
RT-1010	Install Antenna & Bracing / Guying As Required	5	27-Jul-16	02-Aug-16															
RT-1020	Install All Wiring / Grounding As Required	10	03-Aug-16	16-Aug-16															
Parking Areas																			
Lower Level																			
P2-1110	Install Fire Alarm Wiring & Devices	0	01-Jun-16 A	17-Jun-16 A															
P2-1080	Install Light Fixtures	0	01-Jun-16 A	24-Jun-16 A															
P2-1040	Paint	10	20-Jul-16	02-Aug-16															
P2-1030	Striping & Signage	10	03-Aug-16	16-Aug-16															
P2-1050	Final Clean / Skanska Punch List	5	17-Aug-16	23-Aug-16															
Level 1																			
PH-1130	Install Overhead Coiling Doors at Garage	0	23-May-16 A	03-Jun-16 A															
PH-1140	Install Overhead Coiling Doors at Loading Dock	0	06-Jun-16 A	10-Jun-16 A															
PH-1150	Install Loading Dock Equipment	0	17-Jun-16 A	17-Jun-16 A															
PH-1110	Install Fire Alarm Wiring & Devices	0	20-Jun-16 A	01-Jul-16 A															
PH-1080	Install Light Fixtures	10	05-Jul-16*	05-Aug-16															
PH-1040	Paint	5	08-Aug-16	12-Aug-16															
PH-1030	Striping & Signage	5	17-Aug-16	23-Aug-16															
PH-1050	Final Clean / Skanska Punch List	5	24-Aug-16	30-Aug-16															
Water Damage Repair NW Quadrant (Assumes Minimal Drywall Repairs)																			
Offices																			
WD-1035	Demo & Make Safe MEPs	0	19-May-16 A	25-May-16 A															
WD-1040	Remove Carpet & VCT	0	19-May-16 A	25-May-16 A															
WD-1050	Open Walls & Perform Exploratory Work at Office Spaces	0	19-May-16 A	25-May-16 A															
WD-1120	Install Versashield	0	21-May-16 A	08-Jun-16 A															
WD-1060	Remove Ceiling Tiles & Grid	0	23-May-16 A	27-May-16 A															
WD-1130	Install VCT & Carpet	0	24-May-16 A	10-Jun-16 A															
WD-1140	Install Workstations	0	26-May-16 A	02-Jun-16 A															
WD-1070	Remove Damaged Overhead Electrical & Insulation	0	26-May-16 A	03-Jun-16 A															
WD-1055	Replace GWB & Tape	0	26-May-16 A	14-Jun-16 A															
Remaining Level of Effort																			
Actual Level of Effort																			
Critical Remaining Work																			
Actual Work																			
Remaining Work																			
Milestone																			
Uncompleted Activities Two Months Prior.																			
Page 11 of 13																			
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BPOB - ECC Development - 20Jul16 Schedule Update - SUM-41				Detailed Schedule												Data Date: 20-Jul-16 / Run Date: 20-Jul-16 16:46													
Activity ID	Activity Name	Remaining Duration	Start	Finish	2016	2017	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun										
WD-1075	Paint Walls	0	06-Jun-16 A	21-Jun-16 A																									
WD-1080	Replace Ceiling Grid & Cut Tiles	0	09-Jun-16 A	24-Jun-16 A																									
WD-1090	Install MEP Drops at Grid	0	14-Jun-16 A	29-Jun-16 A																									
WD-1095	Replaces Electrical Wall Devices	0	16-Jun-16 A	27-Jun-16 A																									
WD-1100	Above Ceiling Inspections	0	30-Jun-16 A	01-Jul-16 A																									
WD-1110	Install Ceiling Tile	0	05-Jul-16 A	11-Jul-16 A																									
Shafts L2 to L3																													
WD-1160	Open Walls & Perform Exploratory Work at Shafts	0	19-May-16 A	25-May-16 A																									
WD-1170	Remove Duct Insulation	0	24-May-16 A	04-Jun-16 A																									
WD-1180	Replace Insulation & Duct Smokes/Misc. Controls	0	27-May-16 A	04-Jun-16 A																									
WD-1190	Government Inspects Shafts	0	02-Jun-16 A	08-Jun-16 A																									
WD-1200	Repair Shaft Walls	0	03-Jun-16 A	15-Jun-16 A																									
WD-1210	Paint Walls	0	13-Jun-16 A	24-Jun-16 A																									
WD-1220	Replaces Ceiling Grid & Cut Tiles	0	15-Jun-16 A	28-Jun-16 A																									
WD-1230	Install MEP Drops at Grid	0	20-Jun-16 A	01-Jul-16 A																									
WD-1240	Above Ceiling Inspections	0	05-Jul-16 A	06-Jul-16 A																									
WD-1250	Install Ceiling Tile	0	07-Jul-16 A	13-Jul-16 A																									
WD-1260	Install Versashield	0	11-Jul-16 A	18-Jul-16 A																									
WD-1270	Install VCT & Carpet	0	13-Jul-16 A	19-Jul-16 A																									
Startup & Testing																													
A2600	Startup & Test MEP Equipment	11	05-Apr-16 A	03-Aug-16																									
Life Safety Testing & Inspections																													
Fire Alarm System																													
LST-1000	Complete Fire Alarm System Installation to Support Testing Milestone	0		08-Jun-16 A																									
LST-1030	Test Fire Alarm - 7th Floor Devices & Speakers & Duct Smokes	0	11-Jul-16 A	02-Aug-16																									
A2610	Test Fire Alarm System	10	11-Jul-16 A	12-Jul-16 A																									
LST-1040	Test Fire Alarm - 6th Floor Devices & Speakers & Duct Smokes	0	14-Jul-16 A	15-Jul-16 A																									
LST-1060	Test Fire Alarm - 5th Floor Devices & Speakers & Duct Smokes	0	13-Jul-16 A	14-Jul-16 A																									
LST-1010	Test Fire Alarm - Stand Pipe & Floor Control Valve Tamper & Flows - Stair 'A'	0	15-Jul-16 A	18-Jul-16 A																									
LST-1005	Complete Fire Alarm System Installation - Master Box with City Connection	6	18-Jul-16 A	19-Jul-16 A																									
LST-1020	Test Fire Alarm - Stand Pipe & Floor Control Valve Tamper & Flows - Stair 'B'	1	19-Jul-16 A	22-Jul-16																									
LST-1070	Test Fire Alarm - 3rd Floor Devices & Speakers & Duct Smokes	1	19-Jul-16 A	22-Jul-16																									
LST-1110	Test Fire Alarm - Preliminary with Stair Pressurization	5	22-Jul-16	28-Jul-16																									
LST-1080	Test Fire Alarm - 2nd Floor Devices & Speakers & Duct Smokes	2	25-Jul-16	26-Jul-16																									
LST-1120	Test Fire Alarm - RTU Duct Smokes	3	26-Jul-16	28-Jul-16																									
LST-1090	Test Fire Alarm - 1st Floor & Garage Devices & Speakers & Duct Smokes	2	27-Jul-16	29-Jul-16																									
LST-1100	Test Fire Alarm - Lower Level Garage Devices & Speakers & Duct Smokes	2	29-Jul-16	01-Aug-16																									
LST-1130	Test Fire Alarm - Sawyer Submit Final Test Report for Fire Alarm	1	01-Aug-16	02-Aug-16																									
LST-1140	Special Inspections (Jensen Hughes) Fire Alarm Review & Sign-Off	5	03-Aug-16	09-Aug-16																									
LST-1150	Chelsea Fire Department Fire Alarm Inspection & Demonstration	5	03-Aug-16	09-Aug-16																									
LST-1160	Fire Alarm System Acceptance Milestone	0	03-Aug-16	09-Aug-16																									
Fire Protection																													
LST-2000	Start-Up & Test Fire Pump with Normal & Generator Power	0	13-Jul-16 A	13-Jul-16 A																									
FP-2720	Startup & Test - Fire Protection (Fire Pump) (Camistraro)	0	13-Jul-16 A	25-Jul-16																									
LST-2010	Test Fire Protection - Stand Pipe & Floor Control Valves w/ PRVs - Stair 'A'	4	18-Jul-16 A	19-Jul-16 A																									
LST-2020	Test Fire Protection - Stand Pipe & Floor Control Valves w/ PRVs - Stair 'B'	1	19-Jul-16 A	20-Jul-16																									
LST-2030	Camistraro Submits Final Test Reports for Stand Pipe & Floor Control Valves/PRVs	3	21-Jul-16	25-Jul-16																									
LST-2040	Chelsea Fire Department Inspection of Fire Protection System	5	25-Jul-16	01-Aug-16																									
Stair Pressurization																													
LST-3000	Test Stair Pressurization - Preliminary with Fire Alarm - Stairs 'A' & 'B'	10	22-Jul-16	04-Aug-16																									
LST-3010	Test Stair Pressurization - Functional Test with Fire Alarm - Stair 'A'	1	05-Aug-16	05-Aug-16																									
LST-3030	Test Stair Pressurization - Witnessed by Special Inspection (JH) - Stairs 'A' & 'B'	2	08-Aug-16	08-Aug-16																									
LST-3020	Test Stair Pressurization - Functional Test with Fire Alarm - Stair 'B'	1	08-Aug-16	08-Aug-16																									
LST-3040	Test Stair Pressurization - Balancing & Submit Report (Cox) - Stairs 'A' & 'B'	3	08-Aug-16	11-Aug-16																									
LST-3050	Test Stair Pressurization - Report by Special Inspection (JH) - Stairs 'A' & 'B'	0	08-Aug-16	11-Aug-16																									
LST-3060	Test Stair Pressurization Completion Milestone	0	08-Aug-16	11-Aug-16																									
Elevators																													
LST-4000	Complete Elevator Cleaning & Adjustment for Inspection - Passenger Elevator No. 1	3	05-Jul-16 A	22-Jul-16																									

TASK filter: Uncompleted Activities Two Months Prior.

Remaining Level of Effort
Actual Level of Effort
Remaining Work
Critical Remaining Work
Actual Work
Milestone



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Work To Complete List			Skanska USA, Building										03-Aug-16 14:54	
Item #	Activity	Start Date	Finish Date	1	2	3	4	5	6	7	8	9	10	11
A04	Set Curb at SSE	02-Jul-16	02-Aug-16											
A2045	Landscaping - Secure Area	10-Jul-16	12-Aug-16											
A05	Place Concrete from Loading Dock to SSE	01-Jul-16	11-Jul-16											
A06	Place Concrete for Wedge Barrier and Finish Grade	01-Jul-16	11-Jul-16											
A2060	Finish Paving - Secure Area	01-Jul-16	15-Jul-16											
A2080	Stripping - Secure Area	01-Jul-16	14-Aug-16											
A50	Place Arms & Gates	01-Jul-16	28-Jul-16											
A52	Install Devices	02-Jul-16	28-Jul-16											
A80	Tie In Wedge Barriers/Gates/Arms	02-Jul-16	28-Jul-16											
A90	Wire to 3rd Floor and Program Openings	01-Aug-16	10-Aug-16											
A99	Review by PSU	02-Aug-16	26-Aug-16											
A1000	Disconnect Temp Power	02-Jul-16	13-Sep-16											
A1040	Remove Temp Gear & Poles	02-Jul-16	12-Jul-16											
A1020	Backfill and Prep South of Building (Secure Side) for Landsc.	013-Jul-16	25-Jul-16											
A1035	Excavate for Utilities in areas A, B & C	018-Jul-16	26-Jul-16											
A1030	Excavate and Remove soil in Areas A, B & C	025-Jul-16	27-Jul-16											
A1170	Form and Pour Wedge Barrier Areas	025-Jul-16	02-Aug-16											
A1045	Install Utilities and Backfill in Areas A, B & C	127-Jul-16	02-Aug-16											
A1155	Test Solids Pile	028-Jul-16	01-Aug-16											
A1110	Place Subgrade in Areas A, B & C	201-Aug-16	17-Aug-16											
A1200	Move Entrance for Delivery to SSE Area	005-Aug-16	05-Aug-16											
A1180	Prep for Concrete North of Wedge Barrier	008-Aug-16	12-Aug-16											
A1055	Remove Trailer	212-Aug-16	13-Aug-16											
A1185	Place Concrete North of PSE	215-Aug-16	16-Aug-16											
A1190	Excavate and Grade Under Trailer	115-Aug-16	15-Aug-16											
A1050	Remove Solids Pile (Utility excess included)	216-Aug-16	17-Aug-16											
A1120	Place Fine Grading in Areas A, B & C	318-Aug-16	22-Aug-16											
A1130	Prep for Concrete Drive from Everett to SSE	123-Aug-16	23-Aug-16											
A1140	Place Blinder for Parking Area	224-Aug-16	25-Aug-16											
A1150	Set Curb on South End of Site (Areas A, B & C)	326-Aug-16	30-Aug-16											
A2050	Place Concrete Drive from Everett to PSE (cure for vehicles)	831-Aug-16	09-Sep-16											
A2280	Landscaping - Non Secure Area	031-Aug-16	31-Aug-16											
A2100	Ready for PSE Testing and Demonstration	207-Sep-16	09-Sep-16											
A2070	Exterior Signage - Non Secure Area	112-Sep-16	12-Sep-16											
A2090	Finish Paving - Non Secure Area	113-Sep-16	13-Sep-16											
A1699	Install Security Fence	007-Jul-16	15-Jul-16											
A1710	Place Arms & Gates	629-Jul-16	08-Aug-16											
A1715	Install Devices	309-Aug-16	11-Aug-16											
A1725	Tie In Wedge Barriers, Gates and Arms	312-Aug-16	16-Aug-16											
A1750	Wire to VSF & 3rd Floor/Program Openings	417-Aug-16	22-Aug-16											
A2420	Paint	007-Jul-16	07-Jul-16											
A2430	Ceiling Grid	008-Jul-16	11-Jul-16											
A2440	OH Inspections	012-Jul-16	12-Jul-16											

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Work To Complete List			Skanska USA, Building												03-Aug-16 14:54											
Activity ID	Activity Name	Activity Description	Start Date	End Date	Duration	Week	Phase	Task	Task Description	Task Start	Task End	Task Duration	Task Week	Task Phase	Task Task	Task Task	Task Task	Task Task	Task Task	Task Task	Task Task	Task Task	Task Task	Task Task	Task Task	Task Task
A2450	OH Fixtures and Tile		013-Jul-16	26-Jul-16	14	26	16	013-Jul-16	26-Jul-16	14	26	16	26	16	013-Jul-16	26-Jul-16	14	26	16	013-Jul-16	26-Jul-16	14	26	16	26	16
A2580	Plumbing Finishes		020-Jul-16	27-Jul-16	7	27	16	020-Jul-16	27-Jul-16	7	27	16	27	16	020-Jul-16	27-Jul-16	7	27	16	020-Jul-16	27-Jul-16	7	27	16	27	16
A2610	Finish Painting		023-Jul-16	25-Jul-16	2	25	16	023-Jul-16	25-Jul-16	2	25	16	25	16	023-Jul-16	25-Jul-16	2	25	16	023-Jul-16	25-Jul-16	2	25	16	25	16
A2620	Carpet and VCT		023-Jul-16	24-Jul-16	1	24	16	023-Jul-16	24-Jul-16	1	24	16	24	16	023-Jul-16	24-Jul-16	1	24	16	023-Jul-16	24-Jul-16	1	24	16	24	16
A2590	RTU Startup, Balancing and Testing		025-Jul-16	25-Jul-16	1	25	16	025-Jul-16	25-Jul-16	1	25	16	25	16	025-Jul-16	25-Jul-16	1	25	16	025-Jul-16	25-Jul-16	1	25	16	25	16
A2470	Millwork		025-Jul-16	26-Jul-16	1	26	16	025-Jul-16	26-Jul-16	1	26	16	26	16	025-Jul-16	26-Jul-16	1	26	16	025-Jul-16	26-Jul-16	1	26	16	26	16
A2630	Stainless Steel Trim		025-Jul-16	25-Jul-16	1	25	16	025-Jul-16	25-Jul-16	1	25	16	25	16	025-Jul-16	25-Jul-16	1	25	16	025-Jul-16	25-Jul-16	1	25	16	25	16
A2640	Touchup and PrePunch		026-Jul-16	25-Jul-16	1	25	16	026-Jul-16	25-Jul-16	1	25	16	25	16	026-Jul-16	25-Jul-16	1	25	16	026-Jul-16	25-Jul-16	1	25	16	25	16
A2560	Punch		027-Jul-16	27-Jul-16	1	27	16	027-Jul-16	27-Jul-16	1	27	16	27	16	027-Jul-16	27-Jul-16	1	27	16	027-Jul-16	27-Jul-16	1	27	16	27	16
A2570	Address Punchlist Items/Backpunch		327-Jul-16	03-Aug-16	6	03	16	327-Jul-16	03-Aug-16	6	03	16	03	16	327-Jul-16	03-Aug-16	6	03	16	327-Jul-16	03-Aug-16	6	03	16	03	16
A2520	Complete Sidewalks Around VSF		01-Aug-16	10-Aug-16	9	10	16	01-Aug-16	10-Aug-16	9	10	16	10	16	01-Aug-16	10-Aug-16	9	10	16	01-Aug-16	10-Aug-16	9	10	16	10	16
A2820	Government Completes Wiring and Decommissioning Trailer		03-Aug-16	09-Aug-16	6	09	16	03-Aug-16	09-Aug-16	6	09	16	09	16	03-Aug-16	09-Aug-16	6	09	16	03-Aug-16	09-Aug-16	6	09	16	09	16
A2600	FBI Personnel Move		11-Aug-16	10-Aug-16	1	10	16	11-Aug-16	10-Aug-16	1	10	16	10	16	11-Aug-16	10-Aug-16	1	10	16	11-Aug-16	10-Aug-16	1	10	16	10	16
A2510	Remove Trailer		212-Aug-16	13-Aug-16	8	13	16	212-Aug-16	13-Aug-16	8	13	16	13	16	212-Aug-16	13-Aug-16	8	13	16	212-Aug-16	13-Aug-16	8	13	16	13	16
A1302	Metal Panels - North and South		15-Jul-16	19-Aug-16	25	19	16	15-Jul-16	19-Aug-16	25	19	16	19	16	15-Jul-16	19-Aug-16	25	19	16	15-Jul-16	19-Aug-16	25	19	16	19	16
A1305	Doghouse Roofs		007-Jul-16	13-Jul-16	6	13	16	007-Jul-16	13-Jul-16	6	13	16	13	16	007-Jul-16	13-Jul-16	6	13	16	007-Jul-16	13-Jul-16	6	13	16	13	16
A1300	Main Roof		007-Jul-16	28-Jul-16	21	28	16	007-Jul-16	28-Jul-16	21	28	16	28	16	007-Jul-16	28-Jul-16	21	28	16	007-Jul-16	28-Jul-16	21	28	16	28	16
A1310	Low Second Floor Roof		007-Jul-16	13-Jul-16	6	13	16	007-Jul-16	13-Jul-16	6	13	16	13	16	007-Jul-16	13-Jul-16	6	13	16	007-Jul-16	13-Jul-16	6	13	16	13	16
A1360	Precast Cleaning		10-Jul-16	12-Aug-16	23	12	16	10-Jul-16	12-Aug-16	23	12	16	12	16	10-Jul-16	12-Aug-16	23	12	16	10-Jul-16	12-Aug-16	23	12	16	12	16
A1370	Precast Patching		14-Jul-16	18-Aug-16	24	18	16	14-Jul-16	18-Aug-16	24	18	16	18	16	14-Jul-16	18-Aug-16	24	18	16	14-Jul-16	18-Aug-16	24	18	16	18	16
A1320	Antenna Mast		018-Jul-16	27-Jul-16	9	27	16	018-Jul-16	27-Jul-16	9	27	16	27	16	018-Jul-16	27-Jul-16	9	27	16	018-Jul-16	27-Jul-16	9	27	16	27	16
A1405	Pantries Floors 2-8 (Finish Garbage Disposal)		20-Jul-16	26-Aug-16	37	26	16	20-Jul-16	26-Aug-16	37	26	16	26	16	20-Jul-16	26-Aug-16	37	26	16	20-Jul-16	26-Aug-16	37	26	16	26	16
A1410	Stair A Finishes		007-Jul-16	02-Aug-16	26	02	16	007-Jul-16	02-Aug-16	26	02	16	02	16	007-Jul-16	02-Aug-16	26	02	16	007-Jul-16	02-Aug-16	26	02	16	02	16
A1440	Stair B Finishes		007-Jul-16	27-Jul-16	20	27	16	007-Jul-16	27-Jul-16	20	27	16	27	16	007-Jul-16	27-Jul-16	20	27	16	007-Jul-16	27-Jul-16	20	27	16	27	16
A1445	Millwork Floors 2-8		007-Jul-16	22-Jul-16	15	22	16	007-Jul-16	22-Jul-16	15	22	16	22	16	007-Jul-16	22-Jul-16	15	22	16	007-Jul-16	22-Jul-16	15	22	16	22	16
A1455	Elevator Lobbies		007-Jul-16	27-Jul-16	20	27	16	007-Jul-16	27-Jul-16	20	27	16	27	16	007-Jul-16	27-Jul-16	20	27	16	007-Jul-16	27-Jul-16	20	27	16	27	16
A1485	Bathroom Stall Procurement		08-Jul-16	05-Aug-16	28	05	16	08-Jul-16	05-Aug-16	28	05	16	05	16	08-Jul-16	05-Aug-16	28	05	16	08-Jul-16	05-Aug-16	28	05	16	05	16
A1500	Signage Procurement		15-Jul-16	09-Aug-16	24	09	16	15-Jul-16	09-Aug-16	24	09	16	09	16	15-Jul-16	09-Aug-16	24	09	16	15-Jul-16	09-Aug-16	24	09	16	09	16
A1402	Blinds		12-Jul-16	16-Aug-16	25	16	16	12-Jul-16	16-Aug-16	25	16	16	16	16	12-Jul-16	16-Aug-16	25	16	16	12-Jul-16	16-Aug-16	25	16	16	16	16
A1470	Temp Signs		12-Jul-16	16-Aug-16	25	16	16	12-Jul-16	16-Aug-16	25	16	16	16	16	12-Jul-16	16-Aug-16	25	16	16	12-Jul-16	16-Aug-16	25	16	16	16	16
A1475	Bathrooms (Finish Stalls)		16-Jul-16	17-Aug-16	31	17	16	16-Jul-16	17-Aug-16	31	17	16	17	16	16-Jul-16	17-Aug-16	31	17	16	16-Jul-16	17-Aug-16	31	17	16	17	16
A1495	Restroom Punch		19-Jul-16	19-Aug-16	30	19	16	19-Jul-16	19-Aug-16	30	19	16	19	16	19-Jul-16	19-Aug-16	30	19	16	19-Jul-16	19-Aug-16	30	19	16	19	16
A1400	Signage (Final)		19-Aug-16	26-Aug-16	7	26	16	19-Aug-16	26-Aug-16	7	26	16	26	16	19-Aug-16	26-Aug-16	7	26	16	19-Aug-16	26-Aug-16	7	26	16	26	16
A1620	Finish Spray - Gym		05-Jul-16	08-Jul-16	3	08	16	05-Jul-16	08-Jul-16	3	08	16	08	16	05-Jul-16	08-Jul-16	3	08	16	05-Jul-16	08-Jul-16	3	08	16	08	16
A1650	Paint - Gym		05-Jul-16	03-Aug-16	28	03	16	05-Jul-16	03-Aug-16	28	03	16	03	16	05-Jul-16	03-Aug-16	28	03	16	05-Jul-16	03-Aug-16	28	03	16	03	16
A1615	Final Clean - (Not Including Gym)		3-Jul-16	03-Aug-16	27	03	16	3-Jul-16	03-Aug-16	27	03	16	03	16	3-Jul-16	03-Aug-16	27	03	16	3-Jul-16	03-Aug-16	27	03	16	03	16
A1690	BackPunch		3-Jul-16	03-Aug-16	27	03	16	3-Jul-16	03-Aug-16	27	03	16	03	16	3-Jul-16	03-Aug-16	27	03	16	3-Jul-16	03-Aug-16	27	03	16	03	16
A1630	Shot Blast for Flooring - Gym		02-Jul-16	02-Aug-16	30	02	16	02-Jul-16	02-Aug-16	30	02	16	02	16	02-Jul-16	02-Aug-16	30	02	16	02-Jul-16	02-Aug-16	30	02	16	02	16
A1640	Rubber Flooring - Gym		4-Jul-16	08-Aug-16	34	08	16	4-Jul-16	08-Aug-16	34	08	16	08	16	4-Jul-16	08-Aug-16	34	08	16	4-Jul-16	08-Aug-16	34	08	16	08	16
A1625	Carpet Trimming		1-Aug-16	08-Aug-16	28	08	16	1-Aug-16	08-Aug-16	28	08	16	08	16	1-Aug-16	08-Aug-16	28	08	16	1-Aug-16	08-Aug-16	28	08	16	08	16
A1720	Install Light Fixtures - Gym		5-Aug-16	15-Aug-16	10	15	16	5-Aug-16	15-Aug-16	10	15	16	15	16	5-Aug-16	15-Aug-16	10	15	16	5-Aug-16	15-Aug-16	10	15	16	15	16
A1680	Level 2 - C&S Punch		12-Aug-16	15-Aug-16	3	15	16	12-Aug-16	15-Aug-16	3	15	16	15	16	12-Aug-16	15-Aug-16	3	15	16	12-Aug-16	15-Aug-16	3	15	16	15	16
A1660	Equipment Delivery - Gym		15-Aug-16	15-Aug-16	1	15	16	15-Aug-16	15-Aug-16	1	15	16	15	16	15-Aug-16	15-Aug-16	1	15	16	15-Aug-16	15-Aug-16	1	15	16	15	16
A1670	Final Clean - Gym		16-Aug-16	16-Aug-16	1	16	16	16-Aug-16	16-Aug-16	1	16	16	16	16	16-Aug-16	16-Aug-16	1	16	16	16-Aug-16	16-Aug-16	1	16	16	16	16
A1700	Punch - Gym		19-Aug-16	19-Aug-16	1	19	16	19-Aug-16	19-Aug-16	1	19	16	19	16	19-Aug-16	19-Aug-16	1	19	16	19-Aug-16	19-Aug-16	1	19	16	19	16
Work To Complete Schedule			08-Sep-16, Interior Finishes Floor 3																							
Revision			Date												Checked											
Approved			Date												Checked											

MS 5

Work To Complete List			Skanska USA, Building										03-Aug-16 14:54									
Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity
A1550	Final Clean	01-Jul-16 A	27-Jul-16 A																			
A1555	Carpet Trimming	09-Aug-16	09-Aug-16																			
A1590	Level 3 TI Back Punch	09-Aug-16*	09-Aug-16*																			
A1600	Level 3 C&S Punch	12-Aug-16	12-Aug-16																			
A1553	Night Duty Console and Tie Ins	06-Sep-16*	06-Sep-16*																			
Interior Finishes Floor 4																						
A1570	Final Clean	04-Aug-16	04-Aug-16																			
A1730	Level 4 TI Back Punch	09-Aug-16*	09-Aug-16*																			
A1575	Carpet Trimming	10-Aug-16	10-Aug-16																			
A1760	Level 4 C&S Punch	12-Aug-16*	12-Aug-16*																			
Interior Finishes Floor 5																						
A1580	Final Clean	09-Aug-16	11-Aug-16																			
A1587	Carpet Trimming	11-Aug-16	11-Aug-16																			
A1610	Level 5 C&S Punch	12-Aug-16*	12-Aug-16*																			
Interior Finishes Floor 6																						
A1572	Level 6 - C&S Punch	01-Aug-16*	01-Aug-16*																			
A1560	Final Clean	12-Aug-16	16-Aug-16																			
A1562	Carpet Trimming	12-Aug-16	12-Aug-16																			
A1592	Level 6 - TI Back Punch	17-Aug-16*	17-Aug-16*																			
Interior Finishes Floor 7																						
A1558	Level 7 - C&S Punch	01-Aug-16*	01-Aug-16*																			
A1538	Carpet Trimming	15-Aug-16	15-Aug-16																			
A1535	Final Clean	17-Aug-16	19-Aug-16																			
A1548	Level 7 - TI Back Punch	01-Aug-16*	01-Aug-16*																			
Interior Finishes Floor 8																						
A1890	Ceiling Grid	13-Jun-16 A	24-Jun-16 A																			
A1895	Milwork	02-Jun-16 A	21-Jun-16 A																			
A1900	Ceiling Inspections	02-Jun-16 A	15-Jul-16 A																			
A1920	Carpet	02-Jun-16 A	29-Jun-16 A																			
A1910	Ceiling Tiles	02-Jun-16 A	25-Jul-16 A																			
A1915	Level 8 TI, C&S Punch	02-Jun-16 A	27-Jul-16 A																			
A1940	Carpet Trimming	16-Aug-16	16-Aug-16																			
A1950	Final Clean	32-Aug-16	24-Aug-16																			
A1925	Level 8 TI, C&S Back Punch	12-Aug-16*	22-Aug-16*																			
Interior Finishes Floor 9																						
A1970	Tape & Sand	01-May-16 A	24-Jun-16 A																			
A1990	Ceiling Grid	02-Jun-16 A	08-Jul-16 A																			
A1965	Raised Flooring	05-Jul-16 A	11-Jul-16 A																			
A1980	Paint	05-Jul-16 A	10-Aug-16																			
A1960	Overhead Inspections	02-Jul-16 A	29-Jul-16 A																			
A2000	Ceiling Tile and Fixtures	01-Aug-16	08-Aug-16																			
A2010	Milwork - Concourse	30-Aug-16*	03-Aug-16																			
A2110	Final Clean	21-Aug-16*	17-Aug-16																			
A2120	Level 1 TI, C&S Punchlist	01-Aug-16*	17-Aug-16																			
A2220	Replace Stone Flooring as Necessary	21-Aug-16	19-Aug-16																			
Interior Finishes Floor 10																						
A2025	Insulation	03-May-16 A	22-Aug-16																			
A2030	Valve Tags	01-Jul-16 A	08-Jul-16 A																			
A2040	Epoxy Paint Flooring (will work around CX)	14-Jul-16 A	22-Jul-16 A																			
		512-Aug-16*	18-Aug-16																			

Work To Complete Schedule

Date	Revision	Checked	Approved

Handwritten signature/initials.

Work To Complete List			Skanska USA, Building										03-Aug-16 14:54	
Activity	Start Date	End Date	Activity	Start Date	End Date	Activity	Start Date	End Date	Activity	Start Date	End Date	Activity	Start Date	End Date
A2035	Final Clean	21-Aug-16	22-Aug-16	04-Aug-16	16-Aug-16	Final Clean	04-Aug-16	16-Aug-16	Final Clean	04-Aug-16	16-Aug-16	Final Clean	04-Aug-16	16-Aug-16
A1420	FA - Complete Fire Alarm Install	07-Jul-16	07-Jul-16	04-Aug-16	04-Aug-16	FA - Complete Fire Alarm Install	07-Jul-16	07-Jul-16	FA - Complete Fire Alarm Install	07-Jul-16	07-Jul-16	FA - Complete Fire Alarm Install	07-Jul-16	07-Jul-16
A1430	FA - Complete Master Box with City Connection	04-Aug-16	04-Aug-16	04-Aug-16	04-Aug-16	FA - Complete Master Box with City Connection	04-Aug-16	04-Aug-16	FA - Complete Master Box with City Connection	04-Aug-16	04-Aug-16	FA - Complete Master Box with City Connection	04-Aug-16	04-Aug-16
A1450	FA - Test Fire Alarm, Stand Pipe and Control Valve - A	29-Jul-16	29-Jul-16	29-Jul-16	29-Jul-16	FA - Test Fire Alarm, Stand Pipe and Control Valve - A	29-Jul-16	29-Jul-16	FA - Test Fire Alarm, Stand Pipe and Control Valve - A	29-Jul-16	29-Jul-16	FA - Test Fire Alarm, Stand Pipe and Control Valve - A	29-Jul-16	29-Jul-16
A1460	FA - Test Fire Alarm, Stand Pipe and Control Valve - B	29-Jul-16	29-Jul-16	29-Jul-16	29-Jul-16	FA - Test Fire Alarm, Stand Pipe and Control Valve - B	29-Jul-16	29-Jul-16	FA - Test Fire Alarm, Stand Pipe and Control Valve - B	29-Jul-16	29-Jul-16	FA - Test Fire Alarm, Stand Pipe and Control Valve - B	29-Jul-16	29-Jul-16
A2175	Startup and Test Fire Pump	01-Aug-16	01-Aug-16	01-Aug-16	01-Aug-16	Startup and Test Fire Pump	01-Aug-16	01-Aug-16	Startup and Test Fire Pump	01-Aug-16	01-Aug-16	Startup and Test Fire Pump	01-Aug-16	01-Aug-16
A2180	Test Fire Protection - Stand Pipe and Control Valves	01-Aug-16	01-Aug-16	01-Aug-16	01-Aug-16	Test Fire Protection - Stand Pipe and Control Valves	01-Aug-16	01-Aug-16	Test Fire Protection - Stand Pipe and Control Valves	01-Aug-16	01-Aug-16	Test Fire Protection - Stand Pipe and Control Valves	01-Aug-16	01-Aug-16
A2200	Prelim Test w/FA Stair A & B	29-Aug-16	29-Aug-16	29-Aug-16	29-Aug-16	Prelim Test w/FA Stair A & B	29-Aug-16	29-Aug-16	Prelim Test w/FA Stair A & B	29-Aug-16	29-Aug-16	Prelim Test w/FA Stair A & B	29-Aug-16	29-Aug-16
A2205	Functional Test Stair Pressurization Stair A&B w/ FA	16-Aug-16	16-Aug-16	16-Aug-16	16-Aug-16	Functional Test Stair Pressurization Stair A&B w/ FA	16-Aug-16	16-Aug-16	Functional Test Stair Pressurization Stair A&B w/ FA	16-Aug-16	16-Aug-16	Functional Test Stair Pressurization Stair A&B w/ FA	16-Aug-16	16-Aug-16
A2235	Witness by Special Inspection	16-Aug-16	16-Aug-16	16-Aug-16	16-Aug-16	Witness by Special Inspection	16-Aug-16	16-Aug-16	Witness by Special Inspection	16-Aug-16	16-Aug-16	Witness by Special Inspection	16-Aug-16	16-Aug-16
A2245	Complete Elevator Cleaning and Adjustment Elevators 1-4	05-Jul-16	05-Jul-16	05-Jul-16	05-Jul-16	Complete Elevator Cleaning and Adjustment Elevators 1-4	05-Jul-16	05-Jul-16	Complete Elevator Cleaning and Adjustment Elevators 1-4	05-Jul-16	05-Jul-16	Complete Elevator Cleaning and Adjustment Elevators 1-4	05-Jul-16	05-Jul-16
A2260	Complete Phone Service for Elevators	14-Jul-16	14-Jul-16	14-Jul-16	14-Jul-16	Complete Phone Service for Elevators	14-Jul-16	14-Jul-16	Complete Phone Service for Elevators	14-Jul-16	14-Jul-16	Complete Phone Service for Elevators	14-Jul-16	14-Jul-16
A2250	Complete Elevator Cleaning and Adjustment Elevator 5	04-Aug-16	04-Aug-16	04-Aug-16	04-Aug-16	Complete Elevator Cleaning and Adjustment Elevator 5	04-Aug-16	04-Aug-16	Complete Elevator Cleaning and Adjustment Elevator 5	04-Aug-16	04-Aug-16	Complete Elevator Cleaning and Adjustment Elevator 5	04-Aug-16	04-Aug-16
A2270	State Elevator Inspection For Elevators 1-4	04-Aug-16	04-Aug-16	04-Aug-16	04-Aug-16	State Elevator Inspection For Elevators 1-4	04-Aug-16	04-Aug-16	State Elevator Inspection For Elevators 1-4	04-Aug-16	04-Aug-16	State Elevator Inspection For Elevators 1-4	04-Aug-16	04-Aug-16
A2390	State Elevator Inspection for Elevator 5	16-Aug-16	16-Aug-16	16-Aug-16	16-Aug-16	State Elevator Inspection for Elevator 5	16-Aug-16	16-Aug-16	State Elevator Inspection for Elevator 5	16-Aug-16	16-Aug-16	State Elevator Inspection for Elevator 5	16-Aug-16	16-Aug-16
A2305	Heating Plant Test and Balance	15-Jul-16	15-Jul-16	15-Jul-16	15-Jul-16	Heating Plant Test and Balance	15-Jul-16	15-Jul-16	Heating Plant Test and Balance	15-Jul-16	15-Jul-16	Heating Plant Test and Balance	15-Jul-16	15-Jul-16
A2325	Cooling Plant Test and Balance	18-Jul-16	18-Jul-16	18-Jul-16	18-Jul-16	Cooling Plant Test and Balance	18-Jul-16	18-Jul-16	Cooling Plant Test and Balance	18-Jul-16	18-Jul-16	Cooling Plant Test and Balance	18-Jul-16	18-Jul-16
A2335	Cooling Plant - Ready for Functional Testing	22-Jul-16	22-Jul-16	22-Jul-16	22-Jul-16	Cooling Plant - Ready for Functional Testing	22-Jul-16	22-Jul-16	Cooling Plant - Ready for Functional Testing	22-Jul-16	22-Jul-16	Cooling Plant - Ready for Functional Testing	22-Jul-16	22-Jul-16
A2130	Commission Chilled Water	14-Aug-16	14-Aug-16	14-Aug-16	14-Aug-16	Commission Chilled Water	14-Aug-16	14-Aug-16	Commission Chilled Water	14-Aug-16	14-Aug-16	Commission Chilled Water	14-Aug-16	14-Aug-16
A2140	Commission Condenser Water	18-Aug-16	18-Aug-16	18-Aug-16	18-Aug-16	Commission Condenser Water	18-Aug-16	18-Aug-16	Commission Condenser Water	18-Aug-16	18-Aug-16	Commission Condenser Water	18-Aug-16	18-Aug-16
A2150	Commission Hot Water	17-Aug-16	17-Aug-16	17-Aug-16	17-Aug-16	Commission Hot Water	17-Aug-16	17-Aug-16	Commission Hot Water	17-Aug-16	17-Aug-16	Commission Hot Water	17-Aug-16	17-Aug-16
A2160	Commission Make Up Air System	18-Aug-16	18-Aug-16	18-Aug-16	18-Aug-16	Commission Make Up Air System	18-Aug-16	18-Aug-16	Commission Make Up Air System	18-Aug-16	18-Aug-16	Commission Make Up Air System	18-Aug-16	18-Aug-16
A2315	HVAC Equipment RTUs - Ready for Functional Testing	01-Aug-16	01-Aug-16	01-Aug-16	01-Aug-16	HVAC Equipment RTUs - Ready for Functional Testing	01-Aug-16	01-Aug-16	HVAC Equipment RTUs - Ready for Functional Testing	01-Aug-16	01-Aug-16	HVAC Equipment RTUs - Ready for Functional Testing	01-Aug-16	01-Aug-16
A2210	Commission Exhaust Air System	05-Aug-16	05-Aug-16	05-Aug-16	05-Aug-16	Commission Exhaust Air System	05-Aug-16	05-Aug-16	Commission Exhaust Air System	05-Aug-16	05-Aug-16	Commission Exhaust Air System	05-Aug-16	05-Aug-16
A2375	HVAC Equipment - CRAC Units Ready for Functional Testing	17-Aug-16	17-Aug-16	17-Aug-16	17-Aug-16	HVAC Equipment - CRAC Units Ready for Functional Testing	17-Aug-16	17-Aug-16	HVAC Equipment - CRAC Units Ready for Functional Testing	17-Aug-16	17-Aug-16	HVAC Equipment - CRAC Units Ready for Functional Testing	17-Aug-16	17-Aug-16
A2170	Commission RTU Air System	10-Aug-16	10-Aug-16	10-Aug-16	10-Aug-16	Commission RTU Air System	10-Aug-16	10-Aug-16	Commission RTU Air System	10-Aug-16	10-Aug-16	Commission RTU Air System	10-Aug-16	10-Aug-16
A2405	Heating Plant - Ready for Functional Testing	18-Aug-16	18-Aug-16	18-Aug-16	18-Aug-16	Heating Plant - Ready for Functional Testing	18-Aug-16	18-Aug-16	Heating Plant - Ready for Functional Testing	18-Aug-16	18-Aug-16	Heating Plant - Ready for Functional Testing	18-Aug-16	18-Aug-16
A2385	HVAC Equipment - HWCUH - Ready for Functional Testing	09-Aug-16	09-Aug-16	09-Aug-16	09-Aug-16	HVAC Equipment - HWCUH - Ready for Functional Testing	09-Aug-16	09-Aug-16	HVAC Equipment - HWCUH - Ready for Functional Testing	09-Aug-16	09-Aug-16	HVAC Equipment - HWCUH - Ready for Functional Testing	09-Aug-16	09-Aug-16
A2395	HVAC Equipment - Electric Unit Heaters - Ready for Functional Testing	23-Aug-16	23-Aug-16	23-Aug-16	23-Aug-16	HVAC Equipment - Electric Unit Heaters - Ready for Functional Testing	23-Aug-16	23-Aug-16	HVAC Equipment - Electric Unit Heaters - Ready for Functional Testing	23-Aug-16	23-Aug-16	HVAC Equipment - Electric Unit Heaters - Ready for Functional Testing	23-Aug-16	23-Aug-16
A2345	HVAC Equipment PRV - Ready for Functional Testing	23-Aug-16	23-Aug-16	23-Aug-16	23-Aug-16	HVAC Equipment PRV - Ready for Functional Testing	23-Aug-16	23-Aug-16	HVAC Equipment PRV - Ready for Functional Testing	23-Aug-16	23-Aug-16	HVAC Equipment PRV - Ready for Functional Testing	23-Aug-16	23-Aug-16
A2355	HVAC Equipment Exhaust Fans - Ready for Functional Testing	24-Aug-16	24-Aug-16	24-Aug-16	24-Aug-16	HVAC Equipment Exhaust Fans - Ready for Functional Testing	24-Aug-16	24-Aug-16	HVAC Equipment Exhaust Fans - Ready for Functional Testing	24-Aug-16	24-Aug-16	HVAC Equipment Exhaust Fans - Ready for Functional Testing	24-Aug-16	24-Aug-16
A2288	Generator Load Bank Test - Prelim	03-Aug-16	03-Aug-16	03-Aug-16	03-Aug-16	Generator Load Bank Test - Prelim	03-Aug-16	03-Aug-16	Generator Load Bank Test - Prelim	03-Aug-16	03-Aug-16	Generator Load Bank Test - Prelim	03-Aug-16	03-Aug-16
A2308	Generator Load Bank Test - FBI Review	11-Aug-16	11-Aug-16	11-Aug-16	11-Aug-16	Generator Load Bank Test - FBI Review	11-Aug-16	11-Aug-16	Generator Load Bank Test - FBI Review	11-Aug-16	11-Aug-16	Generator Load Bank Test - FBI Review	11-Aug-16	11-Aug-16
A2295	Review Plan with Building Inspector	07-Jul-16	07-Jul-16	07-Jul-16	07-Jul-16	Review Plan with Building Inspector	07-Jul-16	07-Jul-16	Review Plan with Building Inspector	07-Jul-16	07-Jul-16	Review Plan with Building Inspector	07-Jul-16	07-Jul-16
A2298	Plumbing Inspector Final Review & Signoff	27-Jul-16	27-Jul-16	27-Jul-16	27-Jul-16	Plumbing Inspector Final Review & Signoff	27-Jul-16	27-Jul-16	Plumbing Inspector Final Review & Signoff	27-Jul-16	27-Jul-16	Plumbing Inspector Final Review & Signoff	27-Jul-16	27-Jul-16
A2297	Electrical Inspector Final Review & Signoff	05-Aug-16	05-Aug-16	05-Aug-16	05-Aug-16	Electrical Inspector Final Review & Signoff	05-Aug-16	05-Aug-16	Electrical Inspector Final Review & Signoff	05-Aug-16	05-Aug-16	Electrical Inspector Final Review & Signoff	05-Aug-16	05-Aug-16
A1490	FA - CFD Fire Alarm Inspection and Demonstration	26-Aug-16	26-Aug-16	26-Aug-16	26-Aug-16	FA - CFD Fire Alarm Inspection and Demonstration	26-Aug-16	26-Aug-16	FA - CFD Fire Alarm Inspection and Demonstration	26-Aug-16	26-Aug-16	FA - CFD Fire Alarm Inspection and Demonstration	26-Aug-16	26-Aug-16
A2299	Fire Department Review of Egress	26-Aug-16	26-Aug-16	26-Aug-16	26-Aug-16	Fire Department Review of Egress	26-Aug-16	26-Aug-16	Fire Department Review of Egress	26-Aug-16	26-Aug-16	Fire Department Review of Egress	26-Aug-16	26-Aug-16
A2190	CFD Inspection of FF System	26-Aug-16	26-Aug-16	26-Aug-16	26-Aug-16	CFD Inspection of FF System	26-Aug-16	26-Aug-16	CFD Inspection of FF System	26-Aug-16	26-Aug-16	CFD Inspection of FF System	26-Aug-16	26-Aug-16
A2300	Fire Department Generator / LS Test	26-Aug-16	26-Aug-16	26-Aug-16	26-Aug-16	Fire Department Generator / LS Test	26-Aug-16	26-Aug-16	Fire Department Generator / LS Test	26-Aug-16	26-Aug-16	Fire Department Generator / LS Test	26-Aug-16	26-Aug-16
A2340	Fire Department Signoff	29-Aug-16	29-Aug-16	29-Aug-16	29-Aug-16	Fire Department Signoff	29-Aug-16	29-Aug-16	Fire Department Signoff	29-Aug-16	29-Aug-16	Fire Department Signoff	29-Aug-16	29-Aug-16
A2310	DPW Inspector Review & Signoff	12-Sep-16	12-Sep-16	12-Sep-16	12-Sep-16	DPW Inspector Review & Signoff	12-Sep-16	12-Sep-16	DPW Inspector Review & Signoff	12-Sep-16	12-Sep-16	DPW Inspector Review & Signoff	12-Sep-16	12-Sep-16

Work To Complete Schedule

Date	Revision	Checked	Approved

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Work To Complete List		Skanska USA, Building												03-Aug-16 14:54	
Activity	Start Date	End Date	Days	Weeks	Months	Years	Days	Weeks	Months	Years	Days	Weeks	Months	Years	
A2320	Building Inspector Review and Signoff	3 09-Sep-16	13-Sep-16												
A2330	Apply for & Submit Co/O Documentation for City Review	3 09-Sep-16	13-Sep-16												
A2380	Co/O	2 13-Sep-16	14-Sep-16												
A2490	Skanska Substantial Completion	0	14-Sep-16												
A2500	Final Completion	0	14-Oct-16												
A2480	Testing And Demonstration	5 29-Aug-16	02-Sep-16												
A2810	Testing And Demonstration (if necessary)	4 06-Sep-16	09-Sep-16												
A2410	Training	4 06-Sep-16	09-Sep-16												
A2530	PSU Full Security Review	5 26-Sep-16	30-Sep-16												
	Sign Form 1204	0	30-Sep-16												

Work To Complete Schedule		Date	Revision	Checked	Approved

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GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 19 TO LEASE NO. LMA04496
ADDRESS OF PREMISES: 201 Maple Street Chelsea, Massachusetts 02150	Date (to be applied by Government on date of execution) NOV 15 2016

THIS AGREEMENT, made and entered into this 15th day of November, 2016, by and between Emerald Corporate Center, LLC (the "Lessor"), having a business address at 180 Second Street, Chelsea, MA 02150, and the General Services Administration (the "GSA"), acting as agent for the United States Government (the "Government").

WHEREAS, the Lessor and the GSA desire to amend the above referenced lease (the "Lease")

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and GSA agree that the Lease is amended to confirm and establish the following dates subject to completion of referenced punch lists and outstanding Lease deliverables as delineated in GSA Form (Rev. 9/2014) 1204 - Condition Survey Report dated October 14, 2016 and in AIA Document G704-2000 - Certificate of Substantial Completion dated October 14, 2016:

- | | |
|---|-------------------|
| 1. The Project Substantial Completion Date (SFO Phase II - 1.19C & D): | October 14, 2016 |
| 2. The Project's Final Completion Date (SFO Phase II - 1.19A): | November 14, 2016 |
| 3. The Rent Commencement Date (SFO Phase II - 4.16G): | October 14, 2016 |
| 4. The Lease Commencement Date (SFO Phase II - 4.16H): | October 14, 2016 |
| 5. The Lease Termination Date (SFO Phase II - 1.18): | October 13, 2036 |

References and Attachments:

1. GSA Form 1204 (Rev. 9/2014) - Condition Survey Report - October 14, 2016
2. AIA Document G704 - 2000: Certificate of Substantial Completion - October 14, 2016

This Lease Amendment contains 4 pages. All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: (b) (6)
 Name: Patricia Simbon
 Title: Manager
 Entity Name: Emerald Corporate Center, LLC
 Date: 14 NOVEMBER 2016

FOR THE GOVERNMENT:

Signature: (b) (6)
 Name: Michael Strobel
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: NOV 15 2016

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6)
 Name: JOSEPH MATTA
 Title: _____
 Date: 14 NOVEMBER 2016

INITIALS:

JS
LESSOR

&

MS
GOV'T

CONDITION SURVEY REPORT

PAGE 1 OF 1 PAGES (Plus Attachments)

DATE OF SURVEY

October 14, 2016

Check one: ☐ INITIAL ☒ FINAL

BUILDING NAME AND ADDRESS
FBI Boston Field Office
201 Maple Street
Chelsea, MA 02150

LESSOR'S NAME AND ADDRESS
Emerald Corporate Center, LCC
180 Second Street, Suite 204, Chelsea, MA 02150 And
397 Main Street, Woburn, MA 01801

ROOM NUMBERS OR OTHER IDENTIFICATION

Entire Building

LEASE NUMBER

LMA04496

SUGGESTED ITEMS (Incomplete)

NARRATIVE REPORT

1. BUILDING EXTERIOR
2. BUILDING ENTRANCES
3. CEILING
 - a. MATERIAL
 - b. PAINT
4. CORRIDORS
5. DOORS
 - a. MATERIAL
 - b. LOCKS
 - c. TRANSOMS
6. ELECTRICAL SYSTEM
 - a. LIGHT FIXTURES (NUMBER AND TYPE)
 - b. SWITCHES
 - c. OUTLETS
7. ELEVATORS (NUMBER AND TYPE)
8. FIRE ESCAPES
9. FIRE PROTECTION EQUIPMENT
 - a. FIRE EXTINGUISHERS (TYPE)
 - b. HOSE RACKS AND/OR REELS
 - c. FIRE ALARM SYSTEM (TYPE)
 - d. SPRINKLERS
10. FLOORS
 - a. MATERIAL
 - b. COVERING
11. HEATING AND AIR CONDITIONING SYSTEMS
 - a. HEATING PLANT (TYPE)
 - b. RADIATORS
 - c. SPACE HEATERS
 - d. AIR DUCTS AND OUTLETS
 - e. FANS
12. LAVATORIES (OFFICE)
13. REST ROOM FACILITIES
 - a. LAVATORIES
 - b. WATER CLOSETS
 - c. URINALS
 - d. MIRRORS
 - e. WASTE RECEPTACLES
 - f. TOWEL DISPENSERS
 - g. TOILET PAPER DISPENSERS
 - h. SANITARY PAD DISPENSERS
14. SKYLIGHTS
15. STAIRS
16. VENTILATORS
17. WALLS
 - a. MATERIALS
 - b. PAINT
18. WINDOWS
 - a. FRAME
 - b. SASH
 - c. VENETIAN BLINDS
 - d. ROLLER SHADES
 - e. SCREENS
 - f. AWNINGS

REPORT ON ALL PERTINENT ITEMS, COMMENTING AS TO THEIR GENERAL CONDITION AND APPEARANCE, TYPE OF CONSTRUCTION, CONDITION OF PAINT OR OTHER FINISH, ETC. USE REVERSE OF THIS FORM IF MORE SPACE IS NEEDED.

The Project is considered complete Except for the following items or documents:

1. Incomplete Punch List items listed in attachments to Architect's (HGA) AIA Certificate of Substantial Completion - dated 10/14/2016 to include the following:
 - a) 2016-10-04-07 Architectural Interior Punch List
 - b) 2016-07-27 Architectural Exterior Punch List
 - c) 2016-10-12 Landscape Punch List
 - d) 2016-10-13 Civil Punch List
 - e) 2016-10-05 Mechanical Punch List
 - f) 2016-10-05 Mechanical Punch List Drawings
 - g) 2016-10-13 Electrical Punch List
 - h) 2016-10-05 Lighting Punch List
 - i) 2016-07-20 ECC's Completion List updated 10-13-16
 - j) 2016-10-13 HGA's MEP Inspection Report
 - k) 2016-10-14 FBI's PSU Inspection Report
 - l) 2016-10-14 FBI's Life and Fire Protection Inspection Report
2. Incomplete items on BOSPOB Project Closeout List - dated 10/13/2016, to include remaining documentation listed in Lease's SFO Section 1.19D.
3. LEED Silver Documentation by GBCI.

All incomplete items, punch lists and Lease deliverable close-out items must be completed within 30 calendar days, or longer for certain documents as stated in the Lease, from date of Substantial Completion.

We, the undersigned, do hereby certify that this report represents our opinion of the true and correct condition of the above described premises as of

October 14, 2016

SIGNATURE OF SURVEYOR
(b) (6)

SIGNATURE AND TITLE
(b) (6)
Douglas Slocum, Senior Project Manager, FBI

ADDITIONAL SIGNATURES (If needed)

SIGNATURE OF LESSOR (If not obtained, explain on reverse)

(b) (6)
Patricia Simboli, Manager, Emerald Corporate Center, LCC

AIA Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address):
Boston Profession Office Building
GSA Lease No. LMA 04496
201 Maple Street
Chelsea, MA 02150

TO OWNER:
(Name and address):
Emerald Corporate Center, LLC
180 Second Street
Chelsea, MA 02210

PROJECT NUMBER: HGA
2990-007-00/Skanska 1314015-000
CONTRACT FOR: General Construction
CONTRACT DATE: August 4, 2014

TO CONTRACTOR:
(Name and address):
Skanska USA Building, Inc.
253 Summer Street
Boston, MA 02210

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

Sitework, Office+Parking Building, VSF and SSE.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

No exceptions to warranties required by Contract Documents

Date of Commencement

October 14, 2016

HGA Architects and Engineers, Inc.
ARCHITECT

(b) (6)

October 14, 2016

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$ 750,000.00

The Contractor will complete or correct the Work on the list of items attached hereto within Thirty (30) days from the above date of Substantial Completion.

Skanska USA Building
CONTRACTOR

(b) (6)

BY

DATE

10/14/16

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 5:00 pm (time) on October 14, 2016 (date).

Emerald Corporate Center, LLC
OWNER

(b) (6)

BY

DATE

10/14/16

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

Transfer of responsibilities to the Owner upon acceptance of the Project as substantially complete on October 14, 2016.

List of items to be completed or corrected indicated in the following attached documents:

2016-10-04-07	Architectural Interior Punchlist updated 10-13-2016
2016-07-27	Architectural Exterior Punchlist
2016-10-12	Landscape Punchlist
2016-10-13	Civil Punchlist
2016-10-05	Mechanical Punchlist
2016-10-05	Mechanical Punchlist Drawings
2016-10-13	Electrical Punchlist
2016-07-20	ECC Completion List updated 10-13-2016
2016-10-13	HGA MEP Inspection Report
2016-10-14	FBI PSU Inspection Report
2016-10-14	FBI Fire Protection Inspection Report

MS *P*

List of items to be completed or corrected indicated in the following attached documents:

2016-10-04-07	Architectural Interior Punchlist updated 10-13-2016
2016-07-27	Architectural Exterior Punchlist
2016-10-12	Landscape Punchlist
2016-10-13	Civil Punchlist
2016-10-05	Mechanical Punchlist
2016-10-05	Mechanical Punchlist Drawings
2016-10-13	Electrical Punchlist
2016-07-20	ECC Completion List updated 10-13-2016
2016-10-13	HGA MEP Inspection Report
2016-10-14	FBI PSU Inspection Report
2016-10-14	FBI Fire Protection Inspection Report

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No.25
ADDRESS OF PREMISES: 201 Maple Street, Chelsea, MA	TO LEASE NO. GS-01B-(PEA)-04496 PDN Number:
	DATE: NOV 27 2018

THIS UNILATERAL ADMINISTRATIVE AMENDMENT is issued pursuant to Article 4.4.C.3 of the SFO Phase II portion of the Lease in order to establish the Real Estate Tax Base.

NOW THEREFORE, pursuant to Article 4.4.B.7 of the Lease, the Real Estate Tax Base is hereby established as the Unadjusted Real Estate Taxes for the property for the first full tax year following the commencement of the Lease Term, being Fiscal Year 2018, which commenced on July 1, 2017 and concluded on June 30, 2018, and the sum of \$944,458.89. The Government's percentage of Occupancy is 100%.

End of Lease Amendment #25

This Lease Amendment contains one page.

All other terms and conditions of the Lease shall remain in full force and effect.

FOR THE GOVERNMENT:

Signature: 

Name: MICHAEL STROBEL

Title: Lease Contracting Officer
GSA, Public Buildings Service, Region 1

Date: **NOV 27 2018**

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No.26
ADDRESS OF PREMISES: 201 Maple Street, Chelsea, MA	TO LEASE NO. LMA04496 PDN Number: N/A
	DATE: AUG 27 2019

THIS AGREEMENT, made and entered into this day of March, 2019, by and between Emerald Corporate Center LLC (the "Lessor"), having a business address at 180 Second Street, Suite 204, Chelsea, MA 02150 and the General Services Administration, acting as agent for the United States Government ("GSA").

WHEREAS the Lessor and the GSA desire to amend the above-referenced Lease,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and GSA agree that the Lease shall be amended as follows:

1. Section 9 of the SF 2 portion of the Lease dated September 23, 2011, entitled "Notices", as amended by Section 1 of Lease Amendment No. 2 dated April 30, 2013, is hereby deleted in its entirety and the following substituted in its place:

NOTICES: All notices and other communication which is required or permitted by this Lease shall be in writing and delivered by personal service, sent by registered or certified first class U.S. mail, return receipt requested, postage prepaid, properly addressed or by regular overnight delivery service such as FedEx or United Parcel Service

If intended for the Lessor to:

Emerald Corporate Center LLC
 397 Main Street
 Woburn, MA 01801
 Attention: Patricia Simboli, Manager

If intended for the Government to:

General Services Administration
 Public Buildings Service
 O'Neill Federal Building
 10 Causeway Street
 Boston, MA 02222
 Attention: Michael Strobel

All other terms and conditions of the Lease shall remain in full force and effect.

This Lease Amendment contains two (2) pages.

IN WITNESS WHEREOF, the parties hereto subscribed their names as of the above date.

FOR THE LESSOR:

Signature: (b) (6)

Name: PATRICIA SIMBOLI

Title: MANAGER

Entity Name: Emerald Corporate Leasing LLC

FOR THE GOVERNMENT:

Signature: (b) (6)

AUG 27 2019
Name: MICHAEL STROBEL

Lease Contracting Officer
GSA, Public Buildings Service
New England Region

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6)

Name: Chris Mangis-Lorne

Title: Associate

**Emerald Corporate Center, LLC
180 Second Street
Chelsea, MA 02150**

20 August 2019
Priority Mail

Mr. Michael Strobel
Lease Acquisition Officer, LCA
US General Services Administration
10 Causeway Street
Boston, MA 02222

RE: Lease #: LMA 04496 dated September 23 2011
Lease Amendment #26
201 Maple Street
Chelsea, MA 02150

Dear Mr. Strobel:

The GSA, on several occasions, has suggested that Emerald Corporate Center LLC has not accepted receipt of correspondence and has not been responsive to that correspondence.

GSA was notified on several occasions that Emerald Corporate Center, LLC could not receive UPS, Federal Express, Certified Mail or other forms of delivery requiring confirmation of receipt at the 180 Second Street- Chelsea, MA address as there physically was no one at that address. It is the legal address

Moreover, GSA was also sending correspondence to 80 Everett Avenue- Chelsea, MA, an address that had not been occupied since approximately 2008.

Please find enclosed LA #26, which amends the Notice Provision and documents information previously communicated to the GSA.

We look forward to receiving a fully Executed Document from the Government.

Sincerely,

(b) (6)

Patricia Simboli
Manager

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 28
LEASE AMENDMENT	TO LEASE NO. LMA04498
ADDRESS OF PREMISES 301 Maple Street, Chelsea, MA 02150	PDN Number: PS0043657

THIS AMENDMENT is made and entered into between: Emerald Corporate Center, LLC

whose address is: 180 Second Street, Chelsea, MA 02150

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective _____ as follows:

1. The Lessor shall furnish all labor, materials, permitting, supervision, maintenance and equipment, unless otherwise stated, to accomplish the following work in accordance with the Lessor's offered proposals Attachment#1 which generally provides for:
 - Installation of a new Honor Wall.
2. The proposed amount for this work shall be Three Thousand and Six Hundred and Eighty Dollars and no cents (\$3,680.00). Work is to be performed during normal business hours, unless otherwise scheduled and agreed upon between the Government and the Lessor.
3. Upon completion of the work and acceptance by the Contracting Officer's Representative, the Government shall pay the Lessor lump sum payment not to exceed Three Thousand and Six Hundred and Eighty Dollars and no cents (\$3,680.00) for full consideration of this work. Request for payment shall be made by submission of an invoice after completion and acceptance of the work by the Government.
4. All invoices shall be forwarded to:

Original Invoice
General Service Administration
Greater Southwest Finance Center
Attn: PBS Payments Branch (BCPA)
P.O. Box 17181, Fort Worth, TX 78102

Send Copy of Invoice to:
General Services Administration
Attn: Tonya Odom
John W. McCormack PO & Courthouse
5 Post Office Square, Suite 320 Boston MA 02109-3945

This Lease Amendment contains (2) pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Entity Name: Emerald Corporate Center, LLC

Signature: (b) (6)

Name: Patricia Simon
Title: President
Entity Name: EMERALD CORPORATE CENTER LLC
Date: 16 April 2019

FOR THE GOVERNMENT:

Signature: (b) (6)

Name: MICHAEL STOKER
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date:

APR 17 2019

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6)

Name: Chris Monatis-Lorrell
Title: Associate - ACS Development Corp
Date: 16 April 2019

**NOTE: THE CONTRACTOR MUST REFERENCE ON THEIR INVOICE THE PEGASYS DOCUMENT NUMBER (PDN)
PS0043657**

1. **NON-PAYMENT FOR ADDITIONAL WORK:** Any additional supplies or services or a change which may be performed by the contractor, either at his own volition or at the request of an individual other than a duly appointed contracting officer, except as may be explicitly authorized in the contract/order are not authorized and will not be paid. Only a duly appointed contracting officer is authorized to change specifications, terms and conditions of this contract.
2. FAR 52.246-12 Inspection of Construction, FAR 552-246-72 Final Inspection and Test, FAR 52.246-21 Warranty of Construction and General Conditions for Lease Alterations are incorporated.
3. **CONTRACTOR'S STATEMENT OF RELEASE:** In consideration for the modification(s) agreed to herein as complete equitable adjustments for the contractor's proposal for the work to be performed in accordance with this supplemental lease agreement, the contractor hereby releases the Government from any and all liability under the contract for further equitable adjustments attributed to such facts or circumstances giving rise to the proposal for adjustments.

INITIALS:


LESSOR


GOVT

LESSOR'S PROPOSAL ATTACHMENT 1

EMERALD CORPORATE CENTER

Reimbursable Expense

Date: 3/29/2019

Project: BOSPOB - FBI Boston Field Office
Lease No: LMA04496
Lessor: Emerald Corporate Center, LLC
Number: RE20

Description: Prepare, prime and finish new Wall of Honor
Reference: WALL OF HONOR

REIMBURSABLE EXPENSE BREAKDOWN

<u>VENDOR</u>	<u>QUOTE #</u>	<u>DATE</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
IMG Painting	2019-18	3/12/2019			\$ 3,200.00
ACS DEVT.	OVERHEAD				\$ (b) (4)
TOTAL REIMBURSABLE COST					* \$ (b) (4)

SUBMITTED BY:

(b) (6)

Patrick Sullivan

3/29/2019

* As per government's request, the goal is complete project by end of April 2019. However, due to 'blackout dates' there are a limited number of days available in April. To accommodate schedule, price may be subject to increases.

INITIALS:

PS [Signature]
Lessor Govt

GENERAL CONDITIONS FOR LEASE ALTERATIONS

1. CONDITIONS AFFECTING THE WORK:

It is the responsibility of the Lessor to inspect the site, determine the quantity of work involved, compare the specifications with the work to be done, and be informed as to all conditions, including other work, if any, being performed. Failure to do so will in no way relieve the Lessor from the necessity of furnishing any materials or performing any work that may be required to carry out the agreement in accordance with the true intent and meaning of the specifications without additional cost to the government.

2. SPECIFICATIONS:

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer, without whose decision said discrepancy shall not be adjusted by the Lessor, save only at his/her own risk and expense.

3. LAWS AND ORDINANCES:

The Lessor shall comply with all laws, ordinances, and regulations; Federal, State, County, City, or otherwise.

4. SCHEDULING AGREEMENT WORK:

The Lessor shall make necessary arrangements with the Contracting Officer or his/her representative to perform the work and shall arrange and schedule all work so that the minimum amount of interference with Government activities will result. Lessor should ascertain the hours during which work can be performed when preparing his/her offer.

5. USE OF BUILDING:

- (a) The Lessor shall prohibit his/her employees and vendors from disturbing papers on desks, opening desk drawers or cabinets, or using telephones or office equipment provided for official Government use.
- (b) The Lessor shall require his/her employees and vendors to comply with instructions pertaining to conduct and building regulations issued by duly appointed officials, such as the building manager, guards, inspectors, etc.

6. ACCIDENT PREVENTION:

The Lessor shall use physical means to restrict access or direct flow of pedestrians or vehicles around work areas. Barricades, ropes, signs, lights, etc., are to be used in accordance with generally accepted best safety practices.

7. FIRE HAZARDS:

The Lessor shall take every precaution to prevent fires during the performance of this agreement. The Lessor shall furnish a covered metal receptacle to be kept on the exterior of the building to place therein all combustible material, such as oily rags, waste, etc., used in the performance of the work. Paint product containers are to be kept sealed at all times except when in use.

8. MATERIALS:

The Lessor shall furnish all supplies, materials, and equipment necessary for the performance of the work included in this agreement unless otherwise specified. Materials and supplies to be used shall be commercially available products of reputable manufacturers or suppliers and shall be of a quality to conform to applicable Federal

PS [Signature]

specifications. Upon request, the Lessor shall submit to the Contracting Officer a list giving the name of the manufacturer, the brand name and the intended use of each of the materials that he/she proposes to use in the performance of the work. The Lessor will not use any material which the Contracting Officer determines would be unsuitable for the purpose or harmful to the surfaces to which applied or to any other part of the building, its contents, or equipment.

9. LESSOR EMPLOYEES:

Each employee of the Lessor directly involved in the work shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents evidence from the Immigration and Citizen Enforcement that employment will not affect the employee's immigration status.

10. EXTRAS:

Except as otherwise provided in the agreement, no charge for extra work or materials will be allowed unless the same has been ordered in writing by the Contracting Officer and the price stated in such order. Extra services provided in connection with this work, not ordered by the Contracting Officer, may be ordered dismantled, removed, unassembled, etc, at no additional cost to the government.

11. PRICING OF ADJUSTMENTS:

When costs are a factor in any determination of an agreement price adjustment pursuant to the changes clause or any other provision of this agreement, such costs shall be in accordance with the contract cost principles and procedures in 48 CFR 31.

12. DEBRIS AND CLEANING:

Remove and dispose of debris and dirt as it accumulates. Upon completion of work, remove spatters, droppings, smudges, etc., and leave the premises clean. Unless otherwise specified, all materials and equipment removed shall become the property of the Lessor who shall remove them from the job site.

13. GUARANTEE:

Unless otherwise provided in the specifications, the Lessor guarantees all work to be in accordance with the requirements of this agreement and free from defective or inferior materials, equipment, and workmanship.

14. INSPECTION:

All material, workmanship, and equipment shall be subject to the inspection and approval of the Contracting Officer or his/her representative. All work unsatisfactorily performed shall be promptly corrected and made acceptable to the Government.

15. INDEMNITY:

The Lessor shall save and keep harmless and indemnify the Government against any and all liability claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this agreement, resulting in whole or in part from the negligent acts or omissions of the Lessor.

(End of clause)

DETAILS |  |
Lessor | Govt |

FEDERAL ACQUISITION REGULATIONS (FAR) 52.246-12 Inspection of Construction.

Inspection of Construction (Aug 1996)

(a) *Definition.* "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not—

- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
- (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
- (3) Constitute or imply acceptance; or
- (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (f) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may—

- (1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or
- (2) Terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an

INITIALS 

Date _____

equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(f) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of Clause)

GSA REGULATION (GSAR) 551.246-72 Final Inspection and Tests.

FINAL INSPECTION AND TESTS (SEP 1999)

The Contractor shall give written notice to the Contracting Officer at least 10 calendar days before the date the work will be completed and ready for final inspection and tests. Final inspection and tests will begin within 10 calendar days after the date specified in the Contractor's notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

(End of Clause)

FEDERAL ACQUISITION REGULATIONS (FAR) 51.246-21 Warranty of Construction.

WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (f) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of—

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

DETAILS |  | DATE |

(End of Clause)

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 30
LEASE AMENDMENT	TO LEASE NO. LMA04498
ADDRESS OF PREMISES 201 Maple Street, Chelsea, MA 02150	PDN Number: PS0043637

THIS AMENDMENT is made and entered into between: Emerald Corporate Center, LLC

whose ^{mailing} address is: 397 Main Street, Roburn, MA 01801

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease, .

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective 1 April 2019, as follows:

1. The Lessor shall furnish all labor, materials, permitting, supervision, maintenance and equipment, unless otherwise stated, to accomplish the following work in accordance with the Lessor's offered proposals Attachment#1 which generally provides for:
 - Repair of Overhead Garage Door.
2. The proposed amount for this work shall be Three Thousand Eight Hundred and Seventy-Five Dollars and no cents (\$3,875.00). Work is to be performed during normal business hours, unless otherwise scheduled and agreed upon between the Government and the Lessor.
3. Upon completion of the work and acceptance by the Contracting Officer's Representative, the Government shall pay the Lessor lump sum payment not to exceed Three Thousand Eight Hundred and Seventy-Five Dollars and no cents for full consideration of this work. Request for payment shall be made by submission of an invoice after completion and acceptance of the work by the Government.
4. All invoices shall be forwarded to:

Original Invoice
General Service Administration
Greater Southwest Finance Center
Attn: PBS Payments Branch (BCFA)
P.O. Box 17181, Fort Worth, TX 76102

Send Copy of Invoice to:
General Services Administration
Attn: Tonya Odom
John W. McCormack PO & Courthouse
5 Post Office Square, Suite 320 Boston MA 02109-3945

This Lease Amendment contains (2) pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Entity Name: Emerald Corporate Center, LLC

Signature: (b) (6)
Name: YATULIA SIMBOLI
Title: President MANAGER
Entity Name: EMERALD CORPORATE CENTER LLC
Date: 1 April 2019

FOR THE GOVERNMENT:

Signature: (b) (6)
Name: MICHAEL STABEL
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: APR 03 2019

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6)
Name: Cherie Manatis-Larnall
Title: ASSOCIATE
Date: 1 APRIL 2019

NOTE: THE CONTRACTOR MUST REFERENCE ON THEIR INVOICE THE PEGASYS DOCUMENT NUMBER (PDN) PS0043637

1. **NON-PAYMENT FOR ADDITIONAL WORK:** Any additional supplies or services or a change which may be performed by the contractor, either at his own volition or at the request of an individual other than a duly appointed contracting officer, except as may be explicitly authorized in the contract/order are not authorized and will not be paid. Only a duly appointed contracting officer is authorized to change specifications, terms and conditions of this contract.
2. FAR 52.246-12 Inspection of Construction, FAR 552-246-72 Final Inspection and Test, FAR 52.246-21 Warranty of Construction and General Conditions for Lease Alterations are incorporated.
3. **CONTRACTOR'S STATEMENT OF RELEASE:** In consideration for the modification(s) agreed to herein as complete equitable adjustments for the contractor's proposal for the work to be performed in accordance with this supplemental lease agreement, the contractor hereby releases the Government from any and all liability under the contract for further equitable adjustments attributed to such facts or circumstances giving rise to the proposal for adjustments.

INITIALS:

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[Signature]
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LESSOR'S PROPOSAL ATTACHMENT 1

EMERALD CORPORATE CENTER

Reimbursable Expense

Date: 3/29/2019

Project: BOSPOB - FBI Boston Field Office
Lease No: LMA04496
Lessor: Emerald Corporate Center, LLC
Number: RE17

Description: Repair damaged first floor garage exit door.
Reference: OVERHEAD DOOR REPAIR

REIMBURSABLE EXPENSE BREAKDOWN

<u>VENDOR</u>	<u>INV #</u>	<u>DATE</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
Baron Industries	Q111218-01	11/12/2018			\$ 3,100.00
ACS DEVT.	OVERHEAD				\$ (b) (4)
TOTAL REIMBURSABLE COST					* \$ (b) (4)

SUBMITTED BY:
(b) (6)

Patrick Sullivan

3/29/2019

* The government is responsible for all costs associated with pre-cast damage as a result of this incident. Those costs will be billed separately.

INITIALS:

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Lessor

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Gov't

GENERAL CONDITIONS FOR LEASE ALTERATIONS

1. CONDITIONS AFFECTING THE WORK:

It is the responsibility of the Lessor to inspect the site, determine the quantity of work involved, compare the specifications with the work to be done, and be informed as to all conditions, including other work, if any, being performed. Failure to do so will in no way relieve the Lessor from the necessity of furnishing any materials or performing any work that may be required to carry out the agreement in accordance with the true intent and meaning of the specifications without additional cost to the government.

2. SPECIFICATIONS:

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer, without whose decision said discrepancy shall not be adjusted by the Lessor, save only at his/her own risk and expense.

3. LAWS AND ORDINANCES:

The Lessor shall comply with all laws, ordinances, and regulations; Federal, State, County, City, or otherwise.

4. SCHEDULING AGREEMENT WORK:

The Lessor shall make necessary arrangements with the Contracting Officer or his/her representative to perform the work and shall arrange and schedule all work so that the minimum amount of interference with Government activities will result. Lessor should ascertain the hours during which work can be performed when preparing his/her offer.

5. USE OF BUILDING:

- (a) The Lessor shall prohibit his/her employees and vendors from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official Government use.
- (b) The Lessor shall require his/her employees and vendors to comply with instructions pertaining to conduct and building regulations issued by duly appointed officials, such as the building manager, guards, inspectors, etc.

6. ACCIDENT PREVENTION:

The Lessor shall use physical means to restrict access or direct flow of pedestrians or vehicles around work areas. Barricades, ropes, signs, lights, etc., are to be used in accordance with generally accepted best safety practices.

7. FIRE HAZARDS:

The Lessor shall take every precaution to prevent fires during the performance of this agreement. The Lessor shall furnish a covered metal receptacle to be kept on the exterior of the building to place therein all combustible material, such as oily rags, waste, etc., used in the performance of the work. Paint product containers are to be kept sealed at all times except when in use.

8. MATERIALS:

The Lessor shall furnish all supplies, materials, and equipment necessary for the performance of the work included in this agreement unless otherwise specified. Materials and supplies to be used shall be commercially available products of reputable manufacturers or suppliers and shall be of a quality to conform to applicable Federal

INITIALS	
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specifications. Upon request, the Lessor shall submit to the Contracting Officer a list giving the name of the manufacturer, the brand name and the intended use of each of the materials that he/she proposes to use in the performance of the work. The Lessor will not use any material which the Contracting Officer determines would be unsuitable for the purpose or harmful to the surfaces to which applied or to any other part of the building, its contents, or equipment.

9. LESSOR EMPLOYEES:

Each employee of the Lessor directly involved in the work shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents evidence from the Immigration and Citizen Enforcement that employment will not affect the employee's immigration status.

10. EXTRAS:

Except as otherwise provided in the agreement, no charge for extra work or materials will be allowed unless the same has been ordered in writing by the Contracting Officer and the price stated in such order. Extra services provided in connection with this work, not ordered by the Contracting Officer, may be ordered dismantled, removed, unassembled, etc, at no additional cost to the government.

11. PRICING OF ADJUSTMENTS:

When costs are a factor in any determination of an agreement price adjustment pursuant to the changes clause or any other provision of this agreement, such costs shall be in accordance with the contract cost principles and procedures in 48 CFR 31.

12. DEBRIS AND CLEANING:

Remove and dispose of debris and dirt as it accumulates. Upon completion of work, remove spatters, droppings, smudges, etc., and leave the premises clean. Unless otherwise specified, all materials and equipment removed shall become the property of the Lessor who shall remove them from the job site.

13. GUARANTEE:

Unless otherwise provided in the specifications, the Lessor guarantees all work to be in accordance with the requirements of this agreement and free from defective or inferior materials, equipment, and workmanship.

14. INSPECTION:

All material, workmanship, and equipment shall be subject to the inspection and approval of the Contracting Officer or his/her representative. All work unsatisfactorily performed shall be promptly corrected and made acceptable to the Government.

15. INDEMNITY:

The Lessor shall save and keep harmless and indemnify the Government against any and all liability claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this agreement, resulting in whole or in part from the negligent acts or omissions of the Lessor.

(End of clause)

INITIALS |  | DATE |  |
_____ | _____ | _____ | _____

FEDERAL ACQUISITION REGULATIONS (FAR) 51.246-12 Inspection of Construction.

Inspection of Construction (Aug 1996)

(a) **Definition.** "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not—

- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
- (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
- (3) Constitute or imply acceptance; or
- (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (f) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may—

- (1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or
- (2) Terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an

DETAILS:  

equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of Clause)

GSA REGULATION (GSAR) 552.246-72 Final Inspection and Tests.

FINAL INSPECTION AND TESTS (SEP 1999)

The Contractor shall give written notice to the Contracting Officer at least 10 calendar days before the date the work will be completed and ready for final inspection and tests. Final inspection and tests will begin within 10 calendar days after the date specified in the Contractor's notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

(End of Clause)

FEDERAL ACQUISITION REGULATIONS (FAR) 52.246-21 Warranty of Construction.

WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of—




(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

DETAILS |  |  | 

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall—

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and


(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of Clause)

ENTIRE |  |

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 31
LEASE AMENDMENT	TO LEASE NO. LMA04496
ADDRESS OF PREMISES 201 Maple Street, Chelsea, MA 02150	PDN Number: PS00

THIS AMENDMENT is made and entered into between: Emerald Corporate Center, LLC

whose address is: 397 Main Street, Woburn, MA 01801

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective May 8, 2019 as follows:

1. The Lessor shall furnish all labor, materials, permitting, supervision, maintenance and equipment, unless otherwise stated, to accomplish the following work in accordance with the Lessor's offered proposals Attachment#1 which generally provides for:
 - Repair of VSF Exit Barrier.
2. The proposed amount for this work shall be Four Thousand Five Hundred and Forty Two Dollars and Fifty cents (\$4,542.50). Work is to be performed during normal business hours, unless otherwise scheduled and agreed upon between the Government and the Lessor.
3. Upon completion of the work and acceptance by the Contracting Officer's Representative, the Government shall pay the Lessor lump sum payment not to exceed Four Thousand Five Hundred and Forty Two Dollars and Fifty cents (\$4,542.50) for full consideration of this work. Request for payment shall be made by submission of an invoice after completion and acceptance of the work by the Government.
4. All invoices shall be forwarded to:

Original Invoice
General Service Administration
Greater Southwest Finance Center
Attn: PBS Payments Branch (BCFA)
P.O. Box 17181, Fort Worth, TX 76102

Send Copy of Invoice to:
General Services Administration
Attn: Tonya Odum
John W. McCormack PO & Courthouse
5 Post Office Square, Suite 320 Boston MA 02109-3945

This Lease Amendment contains (2) pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Entity Name: Emerald Corporate Center, LLC

Signature: (b) (6)
Name: PATRICIA SIMBOLI
Title: ~~President~~ MANAGER
Entity Name: EMERALD CORPORATE CENTER
Date: 8 MAY 2019

FOR THE GOVERNMENT:

Signature: (b) (6)
Name: MICHAEL STUBEL
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: MAY 08 2019

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6)
Name: CHRISTOPHER PRINCE-LOVELL
Title: _____
Date: 8 MAY 2019

**NOTE: THE CONTRACTOR MUST REFERENCE ON THEIR INVOICE THE PEGASYS DOCUMENT NUMBER (PDN)
PS00**

1. **NON-PAYMENT FOR ADDITIONAL WORK:** Any additional supplies or services or a change which may be performed by the contractor, either at his own volition or at the request of an individual other than a duly appointed contracting officer, except as may be explicitly authorized in the contract/order are not authorized and will not be paid. Only a duly appointed contracting officer is authorized to change specifications, terms and conditions of this contract.
2. FAR 52.246-12 Inspection of Construction, FAR 552-246-72 Final Inspection and Test, FAR 52.246-21 Warranty of Construction and General Conditions for Lease Alterations are incorporated.
3. **CONTRACTOR'S STATEMENT OF RELEASE:** In consideration for the modification(s) agreed to herein as complete equitable adjustments for the contractor's proposal for the work to be performed in accordance with this supplemental lease agreement, the contractor hereby releases the Government from any and all liability under the contract for further equitable adjustments attributed to such facts or circumstances giving rise to the proposal for adjustments.

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GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 33
LEASE AMENDMENT	TO LEASE NO. LMA04496
ADDRESS OF PREMISES 201 Maple Street, Chelsea, MA 02150	PDN Number: PS

THIS AMENDMENT is made and entered into between: Emerald Corporate Center, LLC

whose address is: 180 Second Street, Chelsea, MA 02150

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease, .

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective SEP 25 2019, as follows:

1. The Lessor shall furnish all labor, materials, permitting, supervision, maintenance and equipment, unless otherwise stated, to accomplish the following work in accordance with the Lessor's offered proposals Attachment#1 which generally provides for:
 - Installation of Climbing Rope.
2. The proposed amount for this work shall be Three Hundred and Seventy-Five Dollars and no cents.(\$375.00). Work is to be performed during normal business hours, unless otherwise scheduled and agreed upon between the Government and the Lessor.
3. Upon completion of the work and acceptance by the Contracting Officer's Representative, the Government shall pay the Lessor lump sum payment not to exceed Three Hundred and Seventy-Five Dollars and no cents.(\$375.00) for full consideration of this work. Request for payment shall be made by submission of an invoice after completion and acceptance of the work by the Government.
4. All invoices shall be forwarded to:

Original Invoice
General Service Administration
Greater Southwest Finance Center
Attn: PBS Payments Branch (BCFA)
P.O. Box 17181, Fort Worth, TX 76102

Send Copy of Invoice to:
General Services Administration
Attn: Tonya Odom
John W. McCormack PO & Courthouse
5 Post Office Square, Suite 320 Boston MA 02109-3945

This Lease Amendment contains {2} pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Entity Name: Emerald Corporate Center, LLC

Signature: (b) (6)
Name: PATRICIA SYMBOLI
Title: President/MANAGER
Entity Name: EMERALD CORPORATE CENTER
Date: 20 SEPTEMBER 2019

FOR THE GOVERNMENT:

(b) (6)
Signature: (b) (6)
Name: MICHAEL STRASSER
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: SEP 25 2019

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6)
Name: Chris Mangels-Lonnell
Title: Associate
Date: 20 September 2019

**NOTE: THE CONTRACTOR MUST REFERENCE ON THEIR INVOICE THE PEGASYS DOCUMENT NUMBER (PDN)
PS00**

1. **NON-PAYMENT FOR ADDITIONAL WORK:** Any additional supplies or services or a change which may be performed by the contractor, either at his own volition or at the request of an individual other than a duly appointed contracting officer, except as may be explicitly authorized in the contract/order are not authorized and will not be paid. Only a duly appointed contracting officer is authorized to change specifications, terms and conditions of this contract.
2. FAR 52.246-12 Inspection of Construction, FAR 552-246-72 Final Inspection and Test, FAR 52.246-21 Warranty of Construction and General Conditions for Lease Alterations are incorporated.
3. **CONTRACTOR'S STATEMENT OF RELEASE:** In consideration for the modification(s) agreed to herein as complete equitable adjustments for the contractor's proposal for the work to be performed in accordance with this supplemental lease agreement, the contractor hereby releases the Government from any and all liability under the contract for further equitable adjustments attributed to such facts or circumstances giving rise to the proposal for adjustments.

INITIALS:


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LESSOR'S PROPOSAL ATTACHMENT 1

**Re: Boston, M A(FO) - 201 Maple Street, Chelsea - Scope
of Work for Installing Climbing Rope in Gym**

Inbo>

**psimboli@acsdevelopment.com <psimboli@acsdevelo
pment.com>**

**Tue, May 28,
12:06 AM**

to me, Al, Michael, Rhisa

Tonya:

Pricing for this work is \$375.00.

Please let us know if you would like us to proceed.

Thank you.

**Patricia Simboli
Manager
Emerald Corporate Center LLC
617-889-0900**

INITIALS: 6 MS
Lessor Gov't

GENERAL CONDITIONS FOR LEASE ALTERATIONS

1. CONDITIONS AFFECTING THE WORK:

It is the responsibility of the Lessor to inspect the site, determine the quantity of work involved, compare the specifications with the work to be done, and be informed as to all conditions, including other work, if any, being performed. Failure to do so will in no way relieve the Lessor from the necessity of furnishing any materials or performing any work that may be required to carry out the agreement in accordance with the true intent and meaning of the specifications without additional cost to the government.

2. SPECIFICATIONS:

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer, without whose decision said discrepancy shall not be adjusted by the Lessor, save only at his/her own risk and expense.

3. TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT:

- (a) The Contracting Officer, by written notice, may terminate this agreement, in whole or in part, when it is in the interest of the Government. If this agreement is terminated, the Lessor shall be compensated in accordance with the provisions of 48 CFR 49 in effect on this agreement's date.
- (b) If this agreement exceeds \$100,000, the clause in 48 CFR 52.249-2 in effect on the date of this agreement shall apply in lieu of the provisions set forth in (a), above, such clause being hereby incorporated by reference as fully as if set forth at length herein.

4. LAWS AND ORDINANCES:

The Lessor shall comply with all laws, ordinances, and regulations; Federal, State, County, City, or otherwise.

5. SCHEDULING AGREEMENT WORK:

The Lessor shall make necessary arrangements with the Contracting Officer or his/her representative to perform the work and shall arrange and schedule all work so that the minimum amount of interference with Government activities will result. Lessor should ascertain the hours during which work can be performed when preparing his/her offer.

6. USE OF BUILDING:

- (a) The Lessor shall prohibit his/her employees and vendors from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official Government use.
- (b) The Lessor shall require his/her employees and vendors to comply with instructions pertaining to conduct and building regulations issued by duly appointed officials, such as the building manager, guards, inspectors, etc.

7. ACCIDENT PREVENTION:

The Lessor shall use physical means to restrict access or direct flow of pedestrians or vehicles around work areas. Barricades, ropes, signs, lights, etc., are to be used in accordance with generally accepted best safety practices.

8. FIRE HAZARDS:

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The Lessor shall take every precaution to prevent fires during the performance of this agreement. The Lessor shall furnish a covered metal receptacle to be kept on the exterior of the building to place therein all combustible material, such as oily rags, waste, etc., used in the performance of the work. Paint product containers are to be kept sealed at all times except when in use.

9. MATERIALS:

The Lessor shall furnish all supplies, materials, and equipment necessary for the performance of the work included in this agreement unless otherwise specified. Materials and supplies to be used shall be commercially available products of reputable manufacturers or suppliers and shall be of a quality to conform to applicable Federal specifications. Upon request, the Lessor shall submit to the Contracting Officer a list giving the name of the manufacturer, the brand name and the intended use of each of the materials that he/she proposes to use in the performance of the work. The Lessor will not use any material which the Contracting Officer determines would be unsuitable for the purpose or harmful to the surfaces to which applied or to any other part of the building, its contents, or equipment.

10. LESSOR EMPLOYEES:

Each employee of the Lessor or its contractors directly involved in the work shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents evidence from the Immigration and Citizen Enforcement that employment will not affect the employee's immigration status.

11. EXTRAS:

Except as otherwise provided in the agreement, no charge for extra work or materials will be allowed unless the same has been ordered in writing by the Contracting Officer and the price stated in such order. Extra services provided in connection with this work, not ordered by the Contracting Officer, may be ordered dismantled, removed, unassembled, etc, at no additional cost to the government.

12. PRICING OF ADJUSTMENTS:

When costs are a factor in any determination of an agreement price adjustment pursuant to the changes clause or any other provision of this agreement, such costs shall be in accordance with the contract cost principles and procedures in 48 CFR 31.

13. DEBRIS AND CLEANING:

Remove and dispose of debris and dirt as it accumulates. Upon completion of work, remove spatters, droppings, smudges, etc., and leave the premises clean. Unless otherwise specified, all materials and equipment removed shall become the property of the Lessor who shall remove them from the job site.

14. GUARANTEE:

Unless otherwise provided in the specifications, the Lessor guarantees all work to be in accordance with the requirements of this agreement and free from defective or inferior materials, equipment, and workmanship.

15. INSPECTION:

All material, workmanship, and equipment shall be subject to the inspection and approval of the Contracting Officer or his/her representative. All work unsatisfactorily performed shall be promptly corrected and made acceptable to the Government.

INITIALS			
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16. INDEMNITY:

The Lessor shall save and keep harmless and indemnify the Government against any and all liability claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this agreement, resulting in whole or in part from the negligent acts or omissions of the Lessor.

(End of clause)

FEDERAL ACQUISITION REGULATIONS (FAR) 52.246-12 Inspection of Construction.

Inspection of Construction (Aug 1996)

- (a) *Definition.* "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) Government inspections and tests are for the sole benefit of the Government and do not—
- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
 - (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
 - (3) Constitute or imply acceptance; or
 - (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.
- (d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (g) If the Contractor does not promptly replace or correct rejected work, the Government may—

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(1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or

(2) Terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of Clause)

GSA REGULATION (GSAR) 552.246-72 Final Inspection and Tests.

FINAL INSPECTION AND TESTS (SEP 1999)

The Contractor shall give written notice to the Contracting Officer at least 10 calendar days before the date the work will be completed and ready for final inspection and tests. Final inspection and tests will begin within 10 calendar days after the date specified in the Contractor's notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

(End of Clause)

FEDERAL ACQUISITION REGULATIONS (FAR) 52.246-21 Warranty of Construction.

WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of—

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

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(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall—

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of Clause)

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